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# APPENDIX

TO

## Journals of Senate and Assembly,

OF THE

NINETEENTH SESSION

OF THE

LEGISLATURE OF THE STATE OF CALIFORNIA.

Volume IV.



SACRAMENTO:

T. A. SPRINGER, STATE PRINTER.

1872.

BOUND BY F. FOSTER, SACRAMENTO.

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REPORT

OF THE

SENATE COMMITTEE

ON

PUBLIC BUILDINGS AND GROUNDS.

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T. A. SPRINGER.....STATE PRINTER.



# REPORT.

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MR. PRESIDENT:

The Committee on Public Buildings have investigated the manner in which the work of construction of the State Normal School building at San José has been conducted, and respectfully submit the following report:

After arriving at San José the committee entered into a patient, thorough, and impartial investigation. The Trustees, Architect, Superintendent of Construction, Clerk of Construction, and all others from whom we had reason to believe information could be obtained, were brought before us and subjected to examination and cross examination. The records of the proceedings of the Board and the books of the Clerk of Construction were produced and subjected to careful, thorough examination. As the result of our investigation, we have reached the following conclusions, namely:

*First*—That the Board of Trustees, as a body, have discharged their duty faithfully and honestly.

*Second*—That the increased cost of the State Normal School building over and above the original estimate, is mainly attributable to the miscalculation of the architect, Mr. Lenzen.

*Third*—That the restrictions imposed upon the Trustees by the statutes prescribing the manner in which work on State buildings shall be done, and the fact that payment to employes had to be made mostly in warrants subject to considerable discount instead of cash, necessarily enhanced the cost of the building.

*Fourth*—That the materials used in the construction of the building is of the most excellent quality, and the work has been done in the most skillful manner.

*Fifth*—That the State Normal School building is an edifice of remarkable beauty, and when fully completed will be an honor to the State of California.

It is proper to add, that since we had concluded our investigation and reached these conclusions, information has reached us to the effect that facts have come to light involving one of the Trustees and the Superintendent of Construction in the charge of having an interest in a contract for materials. While this information, should it prove to be well founded, will not change our views as to the general conclusions arrived

at, and the proper course to be pursued, it may demand further investigation and a supplemental report from us.

Your committee deem it due to the Board of Trustees of the State Normal School building to incorporate in this report the testimony of O. P. Fitzgerald, one of the Trustees, the testimony of the other members being substantially the same:

"I cannot give dates with any precision with regard to the history of this matter, nor is it necessary, I presume. What is wanted is a fair and full exhibit of *facts*. This I will endeavor to give, so far as I know them. After the school had been located at San José, and a tax levied to raise a Building Fund, the new Board of Trustees (consisting of Governor Haight, O. P. Fitzgerald, C. T. Ryland, H. O. Weller, A. J. Moulder, James Denman, and John H. Braly) appointed an Executive Committee consisting of O. P. Fitzgerald, James Denman, and H. O. Weller. By resolution of the Board, the Executive Committee was instructed to initiate measures immediately for the erection of a State Normal School building, in accordance with the Act of the Legislature. Pursuant to this instruction the Executive Committee invited various well known architects in San Francisco and San José to present plans for a State Normal School building, offering one thousand dollars for the best plan. When all the plans were presented and considered that of Mr. Theodore Lenzen, of San José, was deemed the best. The committee had notified the several architects that seventy-five thousand dollars was the limit of the expenditure to be incurred in the construction of the proposed building. Mr. Lenzen assured the committee that the building erected according to his plan would not cost more than that sum. But Mr. Lenzen's plans were so elaborate that I, with other members of the committee, had doubts as to its being built for that amount. I expressed these doubts to Mr. Lenzen, when he reiterated the assurance that it could be built for seventy-five thousand dollars or eighty thousand dollars. Still, not feeling satisfied, after consultation with my colleagues on the committee, I went to Messrs. Wright & Saunders, distinguished architects of San Francisco, and requested them to examine the plans of Mr. Lenzen, and another of Mr. Leonard, which latter was the second choice of the committee. After careful examination and accompanying "Explanation," Wright & Saunders gave a written opinion saying that a building according to Mr. Lenzen's plans could be erected for seventy-five thousand dollars. Such was the reputation of Wright & Saunders as architects that I then felt satisfied to adopt Mr. Lenzen's plans. The other members of the Board took the same view, and his plans were adopted unanimously, and he (Mr. Lenzen) was chosen architect of the work. Mr. P. W. Reardon was elected Superintendent of Construction, and the work began. As work on the foundation progressed under the direction and inspection of Mr. Lenzen, the expenditure became so great that I again became alarmed and had frequent conferences with the members of the Board, the architect, Superintendent, and foreman, with reference to the matter. I should have said earlier that I set out to discharge the duty imposed upon me as a member of the Board and the Executive Committee with the firm and avowed determination not to exceed the amount of the appropriation by one dollar. In my consultations with Mr. Reardon, the Superintendent, he uniformly gave it as his opinion that Mr. Lenzen's estimate was vastly under the mark; that the cost would more than double the seventy-five thousand dollars. As the work went on it became more evident that

Mr. Lenzen's estimate was a grievous blunder, and the Board felt that a crisis had arrived which demanded firm and judicious action in order to get out of the difficulty into which our architect had led us with as little damage as possible to the interest of the State. Mr. Lenzen was called on to furnish the Board with estimates of the probable cost of completing the building according to his plans. It was difficult to get anything intelligible or satisfactory from him, but his own estimate of what it would cost to complete the building was tantamount to a confession on his part that he had greatly blundered in his original estimate. By this time I was convinced that the Board had been led into a blunder in adopting Mr. Lenzen's plans, and that the interest of the State would be prejudiced by retaining him longer as architect. Having a competent Superintendent of Construction, I believed the building could be finished more economically without Mr. Lenzen than with him, especially as he had put forward a claim for a percentage on the cost of the building in addition to the one thousand dollars agreed upon; so when a resolution to dispense with his further service as architect was offered in the Board, I voted for it, regretting that he had ever been employed at all. The Superintendent was instructed to modify the original plans so as to save expense wherever it could be done without material injury to the building, and the work went on more economically than before. I should not omit to state that at my earnest solicitation a Clerk of Construction had been appointed by the Board, whose duty, defined in writing and spread upon the minutes of the Board, was to keep the time of the men employed on the building, receive and receipt for all materials used in the construction of the building, etc. This place was filled first by Mr. R. Y. Anderson, and afterwards by Mr. James M. Braly, both old and well known citizens of Santa Clara County, second to none in character for integrity and respectability. So far as I know they have carried out their instructions faithfully and efficiently, and I have unimpaired confidence in them as honorable men. When the Board received notification from the State Controller that the appropriation was exhausted the work was immediately stopped, the Board adhering to its original purpose not to involve the State in any liability beyond the amount appropriated by the Legislature. At this juncture the Superintendent and a portion of the workmen proposed to go on with the work and take the faith of the State for payment. In view of the urgent need of the completion of the building for the use of the State Normal School, and the necessity for inclosing and protecting the building against damage from the then approaching rainy season, the Board gladly accepted the proposition, agreeing only to authenticate the claims of the employes on the building through its officers, and distinctly declining to assume any further responsibility for the continuance of the work in advance of the meeting of the Legislature. I know of no corruption or malfeasance of any member of the Board or any employe on the building. No improper approach, direct or indirect, has been made to me from any quarter whatever. It is possible there may have been some irregularities among so many employes on a work of such magnitude, but none have come to my knowledge. I have exercised all the vigilance and energy in my power as a Trustee in behalf of the State, and have had my toils greatly enhanced by my duties in connection with the building. I have never received, or expect to receive, one cent for these labors, nor profited in any way to the extent of a single cent by the construction of the building. And taking into consideration all the disabilities under which the Board has labored,

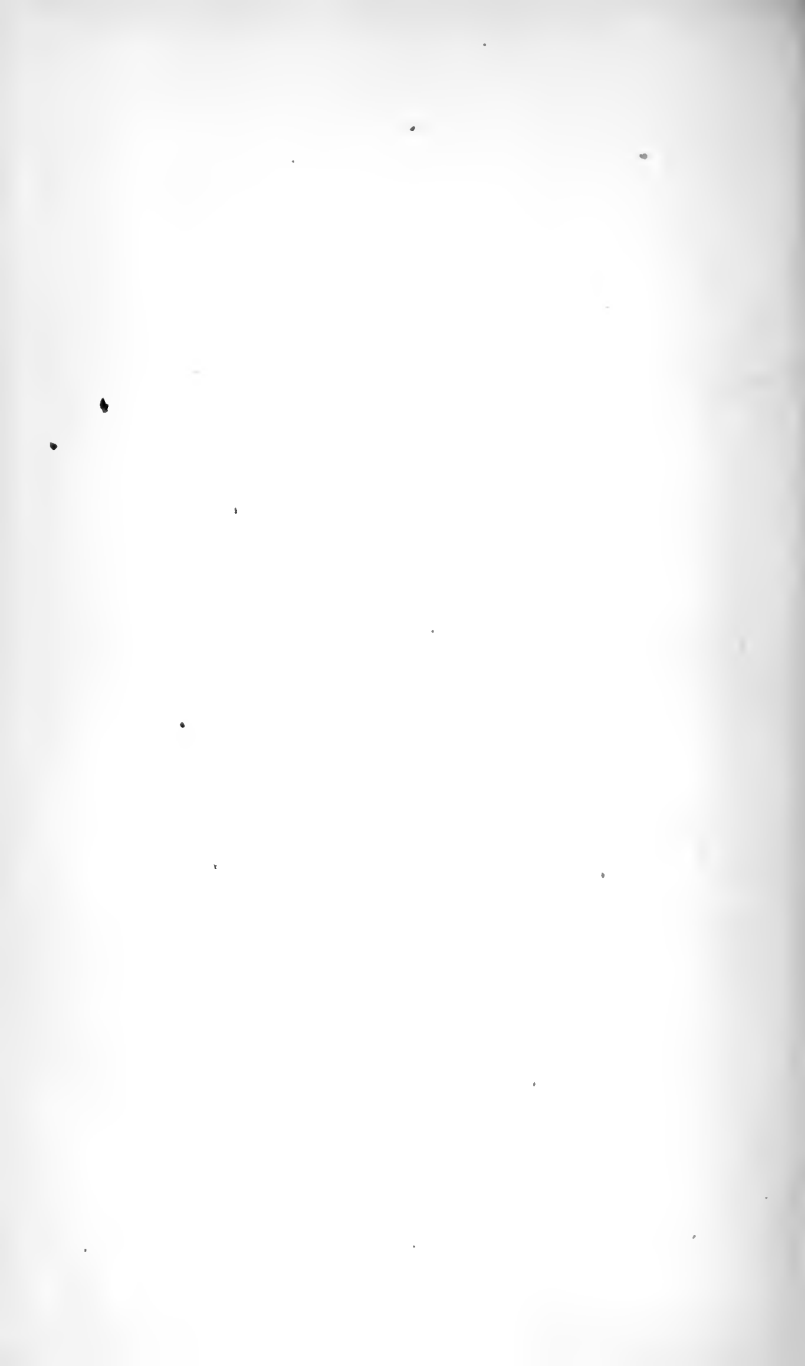
I solemnly declare under oath that it is my opinion that no work has ever been more honestly and faithfully executed on any State building in California. Personally, I am glad of this investigation, and wish it to be thorough and impartial. I want nothing covered up or suppressed. If corruption or fraud has been practised let it be brought out, and the guilty party be punished. The statement I have given you is the truth and nothing but the truth."

On account of so many different estimates being given as to what it was worth to erect such an edifice as the State Normal School building, what proportion of the work is now done, and that we might ascertain what amount was necessary to complete the building, we took the liberty to appoint three well known architects of San José to make calculations on these points and report to us at as early a day as possible. This information will in due time be submitted to the Senate.

All of which is respectfully submitted.

THOMAS BECK, for Committee.





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REPORT

OF THE

ASSEMBLY COMMITTEE

ON

PUBLIC BUILDINGS AND GROUNDS.

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T. A. SPRINGER.....STATE PRINTER.

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# REPORT.

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MR. SPEAKER:

The Committee on Public Buildings and Grounds, who were directed by this honorable body to investigate the affairs connected with the construction of the State Normal School buildings at the City of San José, respectfully submit the following report:

The committee convened at the City of San José on Tuesday, the sixteenth day of January, eighteen hundred and seventy-two, and continued its sittings from day to day until Saturday, January twentieth, when the committee took a recess for one week, and again convened on Tuesday, the thirtieth day of January, eighteen hundred and seventy-two, at which time the committee closed the investigation and adjourned to meet at Sacramento at the call of the Chairman.

During the investigation of the affairs concerning the construction of the State Normal School buildings, the committee examined and heard the evidence of a large number of witnesses, including the Board of Trustees of the school, the members of the Executive Committee of the Board, the architect of the building, the Superintendent and Clerk of Construction, and the contractors and employes connected with it.

The committee also examined the private books of the contractors, the books and papers of the Board of Trustees, and of the Executive Committee.

The testimony of the witnesses examined was reduced to writing by a competent reporter appointed by the committee for that purpose, and the same, as reported, together with the transcript of the records and papers of the Board of Trustees, and of the Clerk of Construction, is presented and submitted with this report.

The committee, for the purpose of arriving at a satisfactory conclusion as to the quantity of lumber used in the construction of the building, called to their assistance two competent builders, who were directed to and did measure and ascertain the quantity of lumber used and now in the building.

The committee also called to their assistance a competent bookkeeper to examine and report the amount of lumber charged against the State, and paid for by the Board of Trustees of the State Normal School.

The committee also personally examined and inspected the State Normal School buildings now in process of construction, and the grounds connected with it.

During the investigation by the committee, the Board of Trustees of the State Normal School and the contractors were represented by able counsel to whom was awarded the right to produce and examine witnesses on their behalf, and to subject the witnesses offered and examined on behalf of the State to cross examination, which right was exercised by them.

As the result of the investigation the committee submit:

That the superstructure of the State Normal School building is built of wood resting on a brick basement, and that upon a foundation of concrete.

That the building, as far as constructed, is of great strength, of remarkable architectural beauty and design, and is admirably adapted to the present and future wants of the State for Normal School purposes.

That the Trustees have expended in the erection of the building the entire appropriation provided for by the present Normal School Act, and amounting to the sum of eighty-nine thousand one hundred and sixty-nine dollars and thirty-four cents.

That the Trustees have further incurred liabilities for labor and material for the building to the amount of eighty-five thousand one hundred and eighty-two dollars and ninety-two cents.

That the liabilities so incurred by the Board of Trustees are evidenced by certificates issued by the Clerk and Superintendent of Construction, and by them signed, showing the amount due and to whom issued.

A complete list of such certificates issued up to the sixteenth day of January, eighteen hundred and seventy-two, and certified by the Clerk of Construction, has been procured by the committee, and is herewith presented as an Exhibit.

That the foregoing amounts do not include the liabilities of the State on two several contracts entered into by the Board of Trustees—one for window sashes, doors, and moldings, and the other for lathing and plastering—which have not been completed, but upon which materials and labor have been furnished to the amount of about three thousand dollars, and for which no certificates have been issued.

There is also due the architect for services rendered, and for which no certificate has been issued, the sum of one thousand dollars.

That the money expended and liabilities incurred by the Board of Trustees in the construction of the building up to the sixteenth day of January, eighteen hundred and seventy-two, amount to the sum of one hundred and seventy-eight thousand three hundred and sixty-two dollars and twenty-five cents.

That the building remains unfinished in its interior, and will require the further sum of about forty thousand dollars to complete it and make it tenantable for Normal School purposes.

The committee in the investigation were unable to discover any positive frauds in the construction of the building on the part of the Trustees or those employed under them, except the following transactions, to wit:

It is shown by the evidence that the contract for the brick for the basement of the building was awarded by the Board of Trustees to Kneedler and Hulse for the sum of ten dollars per thousand.

That at that time the same brick were worth in the Jan José market, delivered at the building, eight dollars per thousand.

That an "arrangement" was entered into by the said Kneedler and Hulse on the one part, and Mr. Reardon, the Superintendent of construction, and H. O. Weller, one of the Board of Trustees (and who was a

member of the Executive Committee), upon the other part, by which the said Superintendent and said Trustee were to receive from the brick contractors the sum of two (2) dollars per thousand on four hundred thousand brick.

That the Superintendent received and there was paid him by the brick contractors the sum of three hundred dollars (\$300), and to said Trustee Weller the sum of three hundred and forty-eight dollars (\$348) for the brick contract, in accordance with "the arrangement."

It also appears from the evidence that Kneedler and Hulse, to whom was awarded the contract for lathing and plastering the building, proposed to Trustee Weller to perform the work and furnish the materials for the same for fifty (50) cents per yard, and wait for their pay until the first day of April, eighteen hundred and seventy-two.

That the plastering required was estimated to amount to twenty (20) thousand square yards.

That afterwards an "arrangement" was entered into between said Kneedler and Hulse and said Trustee Weller, by which said contractors were to receive fifty-five (55) cents per yard for the plastering from the State and pay to said Trustee Weller the sum of one thousand dollars for the contract.

That the Board of Trustees afterwards awarded the contract for the plastering to said Kneedler and Hulse, at fifty-five cents per yard, and that the said Weller received from the said contractors the sum of one thousand dollars (\$1,000), in accordance with the said "arrangement."

The above contract was awarded by a resolution of the Board entered upon their minutes, and it was claimed by the Trustees that after an intimation of the existence of some irregularity in said contract was imparted to them the said contract was rescinded; but no entry of that fact appears upon the minutes, and the contract is still in force as far as the records appear.

While the investigation by the committee does not divulge any actual fraudulent transactions on the part of any of the Trustees, except as is hereinbefore set forth, it does disclose a degree of negligence and inefficiency in the management of the construction of the building and in the expenditure of so large an amount of money, which, though not criminal, is, to use the mildest term, not commendable, as is shown by the following facts:

The Clerk of Construction, R. Y. Anderson, employed by the Board of Trustees, and to whom were intrusted many checks and balances, and who was charged with keeping the books of the Executive Committee, the time book of the workmen, the warrant books and the accounts of the materials furnished, was entirely incompetent to perform the duties required of him, which is shown by the manner in which his books were kept, and the mistakes and miscalculations therein made by him. It is also shown by the testimony of the bookkeeper of the lumber contractor that said Clerk frequently called at the lumber contractor's office for the purpose of correcting and balancing his lumber accounts with those of the lumber contractor. And it further appears from the books of said Clerk that the lumber contractor was credited with some twenty-three thousand feet of lumber at thirty dollars per thousand to which no corresponding entry in the books of the lumber contractor was found, and which was a price for which no lumber had been contracted for.

It does not appear that the Board of Trustees or the Executive Com-

mittee always resorted to the most effectual means to secure economy in the construction of the building.

Very few of the many contracts for work and materials let by the Trustees were made known by advertisement inviting competitive bidding; and the testimony of the Trustees, tending to establish the fact that proposals had been invited for a few contracts, is so vague and uncertain that the committee were unable to ascertain the place where or the length of time that the same were published, and the minutes of the Board of Trustees and of the Executive Committee submitted to our inspection furnished us no information in that particular.

It does, however, affirmatively appear from the testimony of the Trustees themselves that some of the contracts for mill work, and the contracts for the tin and sheet iron work, plumbing and gasfitting, painting, ornamental work and carving, and stair building, were not advertised for at all, nor submitted to general or public competition; but that it was necessary, as testified to by one of the Trustees, to "call upon their friends to have those contracts performed."

The larger contracts awarded by the Board of Trustees for labor and material for the building were not reduced to nor evidenced by writing, thereby intrusting a faithful compliance with the verbal stipulation almost entirely to the honesty of the contractors and the faithfulness of the employes of the Trustees. The committee found a few memoranda of minor contracts, generally covering from one half to one and one half pages of a small pass book in which they were written, but generally so vague and uncertain in their terms as to make them ineffectual.

The evidence shows that the Board of Trustees, in the construction of the various departments of the building, to wit: of painting, tin and sheet iron work, plumbing and gasfitting, stair building, etc., employed a foreman for each department who received as compensation the sum of six dollars per day, and whose duty it was to employ the laborers in his department at usual wages, and to purchase and inspect for the State the necessary materials, both as to quality and quantity.

It further appears that the foremen so employed to protect the interests of the State were not only *permitted*, but the Trustees *actually contracted* with them to furnish and purchase the materials from their own (the foremen's) establishments and supply the laborers from their own shops, with none to protect the State from the cupidity of the men who thus consented to act in that double capacity. A few facts elicited by the investigation will illustrate the economy of that *modus operandi*:

The foreman tinner and sheet iron worker, who was allowed by the Trustees for his skill and services the sum of six dollars per day, was permitted to furnish the necessary materials from his own store at a profit, and the laborers from his own shop, for whom he drew and received from the State from four to five dollars per day, and to whom he paid for the same services from two and one half to four and one half dollars per day. The plumbing and gasfitting materials were furnished in the same manner and at a profit to the contractors of from twenty-five to fifty per cent. The laborers in that department were also furnished by the contractor, and for whom they were allowed by the Trustees an average of sixty-six dollars per day, and to whom they—the contractors—paid an average of forty dollars per day for the same labor, thereby netting not only a profit on the material furnished, but also a profit of sixty-five per cent on the wages of the workmen.

The foreman painter employed as an expert in his department at a compensation of six dollars per day, was permitted to furnish the paint-

ing materials from his own store at a large profit, and to employ his apprentices, for whose labor he was allowed by the Trustees the sum of three dollars per day, and to whom he paid for that service but eight dollars per week. The same occurs in the stair building and other departments of the construction of the building.

By this management the tin and sheet iron work upon the building has cost the State the sum of eleven thousand two hundred and eighty-two dollars and fifty-two cents, and the evidence shows that it could have been done for the sum of seven thousand eight hundred and twenty-six dollars.

The Trustees have expended for plumbing and gasfitting the sum of eleven thousand seven hundred and three dollars and five cents, and the testimony shows that the same work could have been done for the sum of six thousand six hundred and forty-eight dollars.

The painting has cost the State the sum of six thousand five hundred and seventy-two dollars and thirty-one cents. The evidence shows that it could have been done for the sum of four thousand and eighty-nine dollars and eighty cents.

The report of the builders employed by the committee to ascertain the amount of lumber actually used in the building shows that it contains one million one hundred and forty thousand five hundred and eighty-four feet, which amount includes a fair percentage for wastage, dressing, etc., and also includes some eighteen thousand feet of stair material not purchased from the lumber contractor, which amount deducted leaves one million one hundred and twenty-two thousand five hundred and eighty-four feet used in the building.

The report of the bookkeeper employed to examine the books of the lumber contractor and ascertain the amount of lumber charged to the State shows the amount so charged to be one million two hundred and eight thousand nine hundred and ninety-eight feet.

The difference between the amount of the lumber actually used in the construction and the amount charged, as shown by the above reports, is eighty-six thousand four hundred and fourteen feet.

It further appears from the evidence that two contracts, to wit: one for lumber, amounting to the sum of thirty-six thousand eight hundred and eighteen dollars and seventy-eight cents, and the other for doors and window sashes, amounting to five thousand five hundred dollars, and for which there was competition in the bidding, were not awarded to the lowest bidder.

The Trustees have not kept a register of the warrants issued by them, as provided by the State Normal School Act, giving the names of the parties to whom issued, the amount, and for what materials furnished or services rendered, and which was intended as a check upon irregularities.

By the absence of such a register the committee was prevented from inquiring into any frauds that may exist in the payment of carpenters and other laborers for whose services a large amount of money has been paid.

During the entire investigation, as is shown by the evidence, the Trustees labored with an uncommendable zeal to shift from their own shoulders the blame properly attaching to them to those of Mr. Lenzen the architect of the building, and the burden of the attempt seemed to rest upon the fact that Mr. Lenzen had submitted to the Trustees an approximate cost of the building to the effect that the structure could be erected

in accordance with the fact of the plans adopted for the sum of eighty thousand dollars.

The evidence shows that after the reception of said approximate the Trustees secured the services of Wright & Saunders, competent architects of San Francisco, to make an approximate estimate of the cost of the building from the same data that was before Mr. Lenzen, and that Wright & Saunders submitted their opinion to the effect that the building could be erected for the sum of seventy-five thousand dollars.

It further appears that competent builders who figured on the cost of the building estimated that it could be erected upon the plans adopted and at contract rates with cash payments for the sum of from ninety-eight thousand dollars to one hundred and six thousand dollars, and that many deviations from the plans were made and extras added which enhanced the cost of the building. It was further shown by the Trustees themselves that Mr. Lenzen the architect was dismissed shortly after the basement of the building was completed, and after his dismissal the Trustees expended upon the building the sum of one hundred and twenty-nine thousand three hundred and five dollars.

As no fact was elicited during the investigation reflecting either upon the honesty or faithfulness of the architect, and as he was not permitted to participate in the management of the construction, excepting to render his professional services and skill, the committee deem it but justice to exonerate him from any culpability. The committee cannot refrain from calling the attention of the Legislature to the Act now in force requiring all State work to be done by day's labor, and which was enacted as a protection to the workingmen—to secure to them the liberal wages generally paid by the State. The practical working of that Act as demonstrated in the construction of the State Normal School building, and as shown by the facts hereinbefore stated, interposes no shield to protect the wages of the common laborer from the cupidity of those in authority over him. In the construction of the State Normal School building under the day's labor Act a large percentage of the money paid by the State as wages for labor has been appropriated by the foremen and contractors to their own use, which is illustrated by the following facts and figures collated from the evidence, to wit:

The foreman of one of the departments of construction received from the State for four hundred and seventeen days unskilled labor at the rate of three dollars per day, the sum of one thousand two hundred and fifty-one dollars, of which amount the men who did the work received for said four hundred and seventeen days labor, but four hundred and seventeen dollars, or at the rate of but one dollar per day.

In another department boys, apprentices—but apprentices for the time being only—were employed, who actually received but eight dollars per week for their labor, and for whom the foreman was paid the sum of eighteen dollars per week. In almost every instance the foremen were permitted in this manner to speculate off of the workmen.

The laborer has received no greater wages under the day's labor Act in the construction of that building than he would have received if it had been built under the contract system. The Act has not changed the *result* of the contract system generally complained of, but only necessitated a *new mode* of accomplishing it. The Act should be repealed, or stringent fines and penalties should be provided for its due enforcement.

The Board of Trustees of the school have deviated from the plans of the building first adopted, by changing and constructing the southern part of the building into a private residence for the use of the teachers

of the school. The change, in the opinion of the committee, is unwarranted, and if carried out will be in conflict with the best interests of the school.

The committee was materially assisted by the citizens of San José in the investigation just closed, in detecting and exposing whatever frauds or mismanagement may have been connected with the construction of the Normal School building.

During the sitting at San José the committee visited the Normal School, upon the invitation of the Principal, Doctor Lucky. The school is at present accommodated in one of the public school buildings of San José, but crowded for want of room, and almost entirely destitute of mathematical, geographical, and philosophical apparatus, which are indispensable to scholastic success; but notwithstanding which the committee found the school attended by a full complement of pupils and in fine working order and condition with the facilities afforded.

As the demands for proper and sufficient room accommodations for the school are urgent and indispensable to enable the State to realize the full benefits of the money expended annually in maintaining the school, the committee recommend:

That an immediate appropriation be made by the Legislature now in session sufficient to pay and discharge the debts and liabilities now incurred on account of the construction of the building, and to immediately finish and furnish such portions of the building as are at present necessary for Normal School purposes.

That by the appropriating Act the Governor of the State be authorized to appoint three competent persons as a Board of Auditors to audit and allow the claims now incurred and properly chargeable against the State, and that said Board be also authorized to act as Commissioners to finish the construction and furnishing of said building.

That the Commissioners be required to construct the said building in accordance with the plans adopted, and that no part be constructed nor used for living apartments.

That the said Commissioners be authorized to employ a competent architect or Superintendent to enforce a faithful performance of the work, and protect the interests alike of the State and the workmen.

That said Commissioners be paid a sufficient compensation for the services necessary to be rendered to secure the appointment of competent men and a faithful discharge of their duties after their appointment.

E. H. PARDEE,

Chairman of Committee.

THE UNIVERSITY OF CHICAGO

PHILIP ALAN BRADSHAW

PH.D. 1964

DEPARTMENT OF CHEMISTRY

CHICAGO, ILLINOIS

1964

ADVISOR: ROBERT M. HARRIS

THE UNIVERSITY OF CHICAGO

PHILIP ALAN BRADSHAW

PH.D. 1964

DEPARTMENT OF CHEMISTRY

CHICAGO, ILLINOIS

1964

ADVISOR: ROBERT M. HARRIS



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MINORITY REPORT OF COMMITTEE

ON

Public Grounds and Buildings

RELATIVE TO

STATE NORMAL SCHOOL.

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T. A. SPRINGER.....STATE PRINTER.

# REPORT.

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MR. SPEAKER:

The undersigned, members of the committee appointed to investigate the affairs of the State Normal School, respectfully submit that not agreeing with the majority of the committee as to the condition of affairs at the State Normal School, or as to the parties properly chargeable with the large expenditures contracted and yet to be incurred in the construction of the school edifice, we feel that justice to the many persons involved in the strictures of the majority report requires a brief statement of the past conduct and present condition of that institution. The committee held its sessions at the City of San José. Every facility was afforded for a most thorough and searching inquiry. The personal feeling and active jealousy of many contractors and laborers who had been unsuccessful competitors for work upon this building, the constant attendance of Mr. Lenzen, the former architect, and his attorney, and the active interest taken by the very many parties in bringing to light every fact, however trivial, that might tend in the slightest to implicate in improper practices those connected in authority with this work, the broad range permitted by the committee, not confined to the management of the school building but extending to the business arrangements of private citizens, made this investigation a most thorough exposition not only of the conduct of the managers of this school but of the citizens of San José generally.

By the Act establishing the State Normal School and locating it at San José, the Governor and Superintendent of Public Instruction, with five other persons to be named by the Governor, were appointed a Board of Trustees to erect at San José the necessary buildings for the school and to supervise generally its management. As members of this Board were to retain their positions for a term of ten years, it was properly assumed that the educational management of the school rather than the mechanical construction of the building would be the principal duty of the Board, and the selection was made more with reference to the intellectual and social standing of the Trustees than to their architectural or mechanical qualifications. Thus constituted, the Board recognized the necessity of employing some competent architect, and advertised for plans and specifications. Several were presented, and after due deliberation that submitted by Mr. Lenzen, of San José, was

accepted and Mr. Lenzen appointed architect to supervise the erection of the building.

The statute compelled the construction of this building by days work, and prohibited contracting. It also directed eight hours to be accepted as a day's labor, and the special tax provided for this work it was estimated would produce about eighty-five thousand dollars. For this sum Mr. Lenzen advised the committee this building could be completed, and with this assurance and under his supervision the work was commenced.

When the foundation was constructed it was ascertained that about forty thousand dollars had been expended, nearly half the appropriation. Mr. Reardon, the Superintendent, insisted that the completed edifice would cost at least one hundred and sixty thousand dollars. The committee became alarmed, took the advice of other architects, and at last called a special session, and had before them Lenzen and Reardon. Mr. Lenzen stated that the operation of the eight hour law would make an increase in his estimate necessary, and that the building would cost one hundred and thirty thousand dollars, while Reardon insisted that it would cost at least one hundred and sixty thousand dollars. Mr. Reardon testified that when himself and Lenzen retired from the examination he remonstrated with Lenzen upon his statement that the building could be constructed for one hundred and thirty thousand dollars, when he knew it must cost very much more, and that Lenzen replied that was all right, that no one ever expected a public building to be completed for anything like the estimates. The result of this inquiry was the discharge of Lenzen. The reason assigned by the committee for dismissing him was that he had persistently misled them as to the cost of the building. Mr. Lenzen's explanation that the discrepancy between his first and later estimates was owing to the operation of the eight hour law is not satisfactory. The total amount expended in labor on the building was in round numbers about seventy thousand dollars. If to this we add twenty per cent as the difference between eight and ten hours labor, we have a difference of only about fourteen thousand dollars, which falls forty-five thousand dollars short of supplying the discrepancy between Lenzen's first and second estimate. But even this is too favorable to Mr. Lenzen. His estimate was that the whole work could be completed for about eighty-five thousand dollars; the proportion the labor should represent in this total expenditure would be a very liberal one placed at forty thousand dollars; twenty per cent upon this as against eight hour labor gives but eight thousand dollars. It is too apparent, however, for argument, that Mr. Lenzen's first as well as second estimates were grossly below the prices at which this building could be constructed under any system of labor or exercise of economy that has ever been practised in this State. The building constructed under contract and with the best management in the manner and of the material employed must have cost at least two hundred thousand dollars. After the discharge of Lenzen the work was continued under the special supervision of Mr. Reardon. The State appropriation was exhausted, and the building in its unfinished and exposed condition was liable to be seriously damaged unless roofed and painted; with this situation the Trustees directed the Superintendent to ascertain upon what terms mechanics and material men would proceed and furnish material and labor, they to take the good faith of the State and wait the action of the Legislature for their pay. After many conferences and much deliberation, tanners and painters were found willing to proceed upon the following terms: The material furnished to be of the

best quality, the work of the best character, all to be under the supervision of Reardon, and both to be at the regular market price. The committee further allowed these parties a bonus equal to one per cent per month up to April, eighteen hundred and seventy-two, as interest, it being assumed that payment would be delayed till then.

Upon this new arrangement painters, tinnerns, and plumbers went to work; the great bulk of the material was procured in San Francisco, of the large dealers, and delivered directly at the building; in a very few instances small lots were supplied from the stores of the contractors, but at the market price. Both the labor and material were paid for by the men supplying the same; most of these men were employed by the contractors by the month, and were so employed both before and after they were worked upon the school building, and they charged the school for their services the price paid in San José for the same kind of work. The same rules were observed in the employment of skilled and unskilled workmen that obtain where similar services are performed for private individuals. Those receiving certificates for their labor have been glad to sell them at a large discount to whoever would buy, and it is apparent that if the parties furnishing material and labor shall be paid next April, their compensation will be less than if the same services had been performed for private individuals, and paid according to the usages of trade.

We deem it unnecessary to enter into details, but in the majority report several errors occur, that justice to the parties referred to require should be corrected; and the errors are so apparent that our worthy Chairman will doubtless feel obliged to us for making the correction. It is stated that the lumber contracts were not let to the lowest bidder. The specifications upon which these bids were made involved many varieties of lumber, differing in character, quality, and quantity, and aggregating over one million feet. To determine which was the lowest required experience and somewhat extensive calculations. The Trustees, with the assistance of Lenzen, made the calculations, and awarded the bid to the party who all agreed was the lowest bidder. If in this they were mistaken, the whole difference did not exceed over four hundred dollars in the entire lumber contract, and this was as much the error of the architect as of the committee. They also err in stating the amount of lumber charged by Dougherty to be one million two hundred and eight thousand nine hundred and eighty-eight feet, and that this was the report of Mr. Dougherty's bookkeeper. The statement presented to the committee was prepared by Mr. Pomeroy, the accountant employed by the committee. His report was made from Dougherty's books, and the bills presented aggregate one million one hundred and eighty thousand seven hundred and seventy-six feet; a difference of twenty-seven thousand nine hundred and twelve feet between the report of the committee and their accountant. They are again in error in stating that this included a reasonable allowance for wastage. No other allowances were made than that of working the rough lumber at the mill—none for the wastage that follows the cutting and working lumber into a building, and that is from five to ten per cent upon the amount used, assuming the lowest figure, and this item would exceed fifty thousand feet. When we consider the peculiar style of this building, and the unusual dimensions of the lumber employed, we may properly assume that the maximum of waste should be allowed.

The plumbing was done by the day; the material furnished at the

market price. Witnesses were called and examined for the purpose of discrediting the contractor's bills, by showing that the charges for labor and material were both too high. The contractor offered practical mechanics as witnesses to sustain his bills, but the committee informed him it was not necessary, and declined to hear them. I shall not discuss the propriety or justice of now criticising a bill or the merits of a claim upon which the committee declined to hear but one side of the testimony. Mr. Anderson, the first bookkeeper, was probably incompetent for the position. He occupied it for a very short time, and the duplicate bills for material furnished the means for correcting his errors. There is nothing to show that the State was injured by his inefficiency. His successor, James Braly, appears to have been a careful, competent, and painstaking official, and to have taken and kept the account for labor and material furnished with scrupulous accuracy and integrity. It was ascertained that Mr. Weller, one of the Trustees, and Mr. Reardon, the Superintendent, received about six hundred dollars from a party who furnished brick. The brick contract was in fact awarded to the lowest bidder, and however discreditable accepting such a gratuity may be to the party receiving it, it is not easy to see how the State sustained any special loss by the transaction.

Upon an arrangement for plastering, the following facts were shown: Kneeder was an applicant for this contract. It was assumed that there was twenty-five hundred yards of plastering, and that the bill would be paid by April, eighteen hundred and seventy-two. Kneeder was willing to do this work for fifty cents per yard, if the amount of work and time of payment should agree with these calculations, but required fifty-five if there was found less in quantity or extended delay in payment. He put in his proposal at fifty-five to cover this contingency, and promised Weller that if he was paid by April he would give him the difference—amounting to about one thousand dollars. The transaction was in no way creditable to any of the parties concerned, and seems to be part of the pernicious practice too prevalent of architects, contractors, and others concerned in the erection of buildings giving and accepting gratuities for the favor of those who have the supervision of their work. It is but justice to the other Trustees to state that upon the mere intimation that this state of facts existed, they promptly canceled the agreement with Kneeder.

The charge that a portion of the edifice is used as a private residence, is found in the fact that several small rooms have been partitioned off for the use of the Principal. They have never yet been used for any purpose; and were they so used, it would in no way interfere with the general purposes of the edifice. The building is far too large for the present wants or prospective requirements of the State for many years to come; and a large portion of the building might well be employed by the State for the accommodation of some of her other educational institutions.

In conclusion, we would say that the edifice is planned upon a liberal and extensive scale, and the material employed is of the best, and the work of the most substantial and thorough character.

The principal mistake seems to us to have been the belief by the committee that such a work could have been completed for the architect's original estimates. Our investigation of this work was of the most searching and inquisitorial character. Every person suspected of connection with any frauds, or the knowledge of any improper prac-

tices, was summoned before us, and subjected to a rigid examination under oath. Every rumor was traced out with the utmost vigilance, and every suspicious circumstance investigated. In this report we have endeavored to give faithfully, as we understand them, the facts, not only that the people may be fully advised as to the actual condition of any important public work, but that justice may be done to those who have labored honestly and faithfully in this work, and that censure may be visited only upon those who merit it.

S. McCULLOUGH.  
WILLIAM CALDWELL.





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SUPPLEMENTARY REPORT OF COMMITTEE

ON

PUBLIC BUILDINGS

IN RELATION TO

STATE NORMAL SCHOOL.

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T. A. SPRINGER.....STATE PRINTER.

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# REPORT.

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MR. PRESIDENT:

Your Committee on Public Buildings on the twenty-ninth day of January submitted a report to the Senate in relation to the manner in which the work of construction of the State Normal School Building at San José had been conducted, and as the result of further investigation respectfully submit the following supplemental report:

The committee of architects consisting of Levi Goodrich, Victor Hoffman, and H. McKeading, appointed by us to carefully examine the plans and specifications, the building as it stands, and the amount required to finish the same, have faithfully performed their duty and forwarded to us the following:

SAN JOSÉ, February 26th, 1872.

HON. THOMAS BECK, Chairman Committee on Public Buildings:

DEAR SIR: In accordance with your instructions we have carefully examined the plans and specifications of the State Normal building, measured and calculated the building as it stands, and beg leave to offer the following report:

*First*—We believe the work, as described by the plans and specifications, had it been let under the contract system and properly managed could have been accomplished for the sum of from one hundred and ninety thousand dollars to two hundred thousand dollars.

*Second*—We find the work up to this time cost one hundred and seventy-five thousand dollars.

*Third*—We believe for cash under the contract system, with proper management, and with some slight modifications we would recommend, the building may be finished for from sixty thousand dollars to sixty-five thousand dollars.

LEVI GOODRICH,  
VICTOR HOFFMAN,  
H. McKEADING.

It will be remembered that the testimony of O. P. Fitzgerald, and Mr. Deuman, as also the testimony of the other Trustees, shows that all

the architects who expressed a desire to compete for the premium to be awarded for the best plan, were instructed by the Trustees not to submit any plan of a building that would exceed the amount of the appropriation by one dollar, starting with the determination to erect *one* public building for the amount estimated by the architect. When the several plans were considered and it was determined by the Board to adopt Mr. Lenzen's plans, provided he had kept within the amount of the appropriation, that architect assured them that the building would not cost over seventy-five thousand dollars, and subsequently reiterated his asseverance that he had not underestimated the cost.

None of the Trustees being practical builders they were compelled to accept the *word* of Mr. Lenzen as to the cost of the building—a sufficient guarantee if the architect is honest and capable. Now, it is evident from the report of the committee of architects as above set forth, that Mr. Lenzen either wilfully or ignorantly misled the Trustees; if the former, no censure is too severe, and it is to be regretted that he was ever chosen as the architect; if the latter, the Board were justifiable in discharging him when they did, believing that an architect should possess other qualifications than the ability to make a pretty picture.

From all the evidence before your committee, we believe the Trustees performed their duty to the very best of their ability, but we would earnestly recommend that hereafter such Boards of Trustees or Commissioners of Public Buildings shall contain at least one practical builder.

Your committee also recommend that the present Legislature make a sufficient appropriation to discharge all debts and liabilities incurred in the construction of the State Normal School building, and also for the completion of the same that it may be used as soon as possible for the purposes for which it was designed.

THOMAS BECK,  
Chairman of Committee.

DOCUMENTS AND TESTIMONY IN THE INVESTIGATION

OF THE AFFAIRS CONNECTED WITH THE

CONSTRUCTION OF THE STATE NORMAL SCHOOL,

AT SAN JOSÉ.

NOT A RESEARCH REPORT, A RESEARCH TOOL

THE RESEARCH TOOL

THE RESEARCH TOOL

THE RESEARCH TOOL

## DOCUMENTS.

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### RECORD OF THE MEETINGS OF THE BOARD OF TRUSTEES OF THE STATE NORMAL SCHOOL.

SAN FRANCISCO, April 25th, 1870.

The Board of State Normal School Trustees met at the office of the Superintendent of Public Instruction, on Friday, April twenty-fifth, eighteen hundred and seventy, at one o'clock P. M.

Present—Governor Haight, State Superintendent Fitzgerald, ex officio members; and Messrs. Denman, Weller, Braly, and Moulder.

Governor Haight was elected President of the Board, and Superintendent Fitzgerald, in accordance with the provisions of the Act locating and establishing the State Normal School, assumed the duties of Secretary.

The appointed members of the Board then, according to the requirements of the Normal School Act, drew lots to determine their terms of office, respectively, with the following result, namely: Mr. Weller, two years; Mr. Moulder, four years; Mr. Ryland, six years; Mr. Denman, eight years; Mr. Braly, ten years.

The President, on motion, appointed an Executive Committee, as follows: Messrs. Fitzgerald, Denman, and Weller.

A paper, proposing rules and regulations for the government of the State Normal School, was referred to the Executive Committee.

On motion of Superintendent Fitzgerald:

*Resolved*, That the Executive Committee be and are hereby instructed to initiate measures for the erection of a State Normal School building or buildings as soon as practicable, and report at the next meeting of the Board.

[Mr. Denman in the chair.]

On motion of Superintendent Fitzgerald:

*Resolved*, That it is the sense of this Board that it is inexpedient at present to erect any boarding house, but that we proceed at once to the erection of a State Normal School building.

On motion of Mr. Moulder, the Executive Committee was instructed to procure plans for the erection of a State Normal School building, at an expense not to exceed forty-five thousand dollars; said building to be so arranged as that it will admit of extension, as the resources of the Board will permit.

Doctor W. T. Lucky was reëlected Principal of the School; Professor H. P. Carlton was reëlected Vice Principal; Miss E. W. Houghton and Mrs. D. Clark were reëlected Assistant Teachers; Miss M. Lewis was reëlected Principal of the Training School.

The salaries of teachers were continued as they were last year.

Adjourned to meet at the call of the Secretary.

O. P. FITZGERALD, Secretary.

SAN FRANCISCO, August 20th, 1870.

The Board of Trustees of the State Normal School met at the office of the Superintendent of Public Instruction August twentieth, eighteen hundred and seventy.

Present—Messrs. Denman, Ryland, Weller, Braly, and Fitzgerald.

Governor Haight being absent, Mr. Ryland was called to the chair.

On motion of Mr. Fitzgerald:

*Resolved*, That the Board of Trustees of the State Normal School do hereby accept the donation by the Common Council of the City of San José of the property known as "Washington Square," in said City of San José, for the location of the California State Normal School; and that C. T. Ryland, Esq., be and is hereby requested and authorized to receive and record the deed to said property.

A communication was received from Major R. P. Hammond, Superintendent of the San Francisco and San José Railroad, asking permission, in behalf of the said railroad company, to stop their trains for the purpose of putting off and taking on passengers in front of the Normal School property, in San José, on Fourth street, on the condition that if permitted to do so, they agree to lay the sidewalk upon the official grade, and to conform in every respect to the requirements of city ordinances, and to keep the same in good order and repair so long as they use it.

On motion, the request contained in the foregoing communication was granted by the Board.

On motion of Mr. Fitzgerald:

*Resolved*, That the Executive Committee be and are hereby directed to make such arrangements as may be necessary to raise funds for the erection of the State Normal School building, by the sale or hypothecation of the State Normal School Building Warrants on the most favorable terms possible.

On motion, the following instructions to the Architect, Superintendent of Construction, and Clerk were adopted, viz:



The duty of the Architect, under the control and direction of the Executive Committee, shall be to furnish the plans and specifications for the building, and also the necessary detailed drawings for the construction of the same, and to see that the work on said building is done in accordance with said plans and specifications.

The duties of the Superintendent of Construction, under the control and direction of the Executive Committee, shall be to perform the necessary labor to carry out the plans furnished to him by the Architect; to employ the necessary workmen, under the direction of the Architect; to furnish bills for all material to be used in the building; to receive the same, subject to the inspection of the Architect or the Executive Committee; to see that all material furnished shall in quality and quantity conform to the contracts made by the Executive Committee for the same; and to make a report to the Executive Committee monthly, or oftener if required.

It shall be the duty of the Clerk and Timekeeper, under the direction of the Superintendent of Construction, to prepare and keep in a neat and systematic manner, a regular set of books, as follows: One book, in which he shall keep all orders for material used on or for said building; one book, in which he shall keep a full, regular, and accurate account of all material received; said book shall contain a full and accurate daily detail of all such transactions; he shall prepare and also keep a book, to be designated a "Time Book," or if necessary, more than one of such books; he shall keep a correct and full account, from day to day, of the time, wages, and labor of each and every mechanic, artisan, and laborer employed on, about, or concerning said building; he shall draw all necessary orders on the Treasurer, and that for that purpose he shall keep a duplicate Order Book; he shall also, under the direction of the Superintendent, receive and receipt for all material in detail for said building, upon the delivery of the same; he shall review and properly prepare all bids from the Superintendent, and prepare the same for advertisement; and it shall be the duty of the said Clerk to render proper and full accounts, and to give any and all information from said books, whenever demanded by the Board of Trustees of said Normal School, or any member thereof, or the Architect and Superintendent thereof. The books of said Clerk shall at all times be free and open for the inspection of said Board of Trustees, or any member thereof, or the Architect or Superintendent of said building.

The Secretary was instructed to furnish a copy of the foregoing instructions to the Architect, Superintendent, and Clerk, respectively.

On motion, C. T. Ryland was elected Treasurer of the Board.

Adjourned to meet at the call of the Secretary.

O. P. FITZGERALD, Secretary.

SAN JOSÉ, January 3d, 1871.

The Board of State Normal School Trustees met at the office of the Superintendent of Construction, San José, on the above date.

Present—Ryland, Fitzgerald, Denman, and Weller.

Mr. Fitzgerald was called to the chair, and Mr. R. Y. Anderson was appointed as Secretary pro tem.

The following resolutions were adopted:

*Resolved*, That the Architect of the State Normal School building be and is hereby required to furnish the Board of Trustees all the plans and specifications for the construction of the State Normal School building in detail, within thirty days from this date.

*Resolved*, That the Executive Committee be and is hereby requested to procure from competent persons an estimate of the cost of completing the State Normal School building.

*Resolved*, That the Superintendent of Construction be and is hereby instructed to use the "Mann patent chimney" in the State Normal School building.

Adjourned.

A true copy:

R. Y. ANDERSON, Secretary pro tem.

O. P. FITZGERALD.

SAN FRANCISCO, February 4th, 1871.

The State Board of Normal School Trustees met at San Francisco on the above date.

Present—Messrs. Braly, Weller, Moulder, Denman, Ryland, and Fitzgerald.

Mr. Moulder was called to the chair; the minutes of last meeting were read and approved.

Mr. Fitzgerald offered the following resolution, which was laid on the table for the purpose of obtaining a statement from the architect as to the probable cost of completing the State Normal School building:

WHEREAS, The Board of State Normal School Trustees have been notified by the San Francisco Board of Education that the State Normal School will be expected to vacate the building now in use at the close of the present term; and whereas, it will be impossible to complete the entire State Normal School building at San José before the beginning of the next term, therefore:

*Resolved*, That the Superintendent of Construction be and he is hereby authorized and instructed to employ such additional workmen as may be necessary to put a portion of the building in condition for occupancy by the fifteenth day of July, eighteen hundred and seventy-one; *provided*, that employes will take such evidence of indebtedness as the Board of Trustees may be able to furnish as guarantee of payment.

*Resolved*, That the next term of the State Normal School shall commence at San José on the first Wednesday in June, eighteen hundred and seventy-one.

Mr. Lenzen was called before the Board and made a statement concerning the progress made in the State Normal School building, and the amount of money needed for its completion.

On motion of Mr. Denman, the preamble and resolutions were postponed for two weeks from date.

On motion of Mr. Denman, it was ordered, that when the Board adjourn it adjourn to meet two weeks from date, at ten o'clock A. M.

On motion of Mr. Denman:

*Resolved*, That the Executive Committee be instructed to confer with the city authorities of San José with regard to procuring the temporary use of a suitable building for the use of the State Normal School, to be opened on the first of June proximo, and to report at the next meeting of the Board.

On motion of Mr. Weller:

*Resolved*, That Messrs. Denman and Fitzgerald be and are hereby authorized and instructed to obtain an estimate from a competent builder, and also a similar estimate from Mr. P. W. Reardon, the Superintendent, of the cost of completing the State Normal School building.

On motion of Mr. Weller:

*Resolved*, That the city authorities of San José be requested to remove the school building on the Normal School premises at as early a day as practicable.

On motion of Mr. Denman, the Superintendent of Construction was requested to inform the Board what sum, in his judgment, will be required to finish four rooms on the first story of the main building ready for occupancy.

Adjourned.

O. P. FITZGERALD, Secretary.

SAN FRANCISCO, February 18th, 1871.

The State Board of Normal School Trustees met on the above date, at the office of the Superintendent of Public Instruction.

Present—Governor Haight (in the chair), and Messrs. Ryland, Denman, Weller, Braly, and Fitzgerald.

Minutes of the last meeting were read and approved.

Mr. Denman offered the following resolution:

*Resolved*, That on account of the seeming misrepresentations of Theodore Lenzen in regard to the cost of erecting the State Normal School building at San José, his position as Architect of this Board is hereby declared vacant.

Mr. Ryland offered the following substitute, which was lost:

*Resolved*, That the position of Architect on the State Normal School building be and is hereby declared vacant.

The motion of Mr. Denman was then adopted.

Mr. Denman offered a resolution which, after being once rejected, was reconsidered and modified, and finally passed as follows:

*Resolved*, That the Executive Committee is hereby authorized to procure the services of some competent architect at a cost not to exceed two hundred and fifty dollars, to ascertain what reduction can be made in the expense of erecting the present building, and report at as early a day as possible to the Board.

The resolution of Mr. Fitzgerald with regard to the employment of additional workmen on the State Normal School building, and designating the time at which the school shall commence its next term at San José, were then taken up and adopted.

On motion, Dr. Lucky was added to the committee to procure suitable rooms for the use of the State Normal School in San José.

A communication was received from R. Y. Anderson, tendering his resignation as Clerk of the Board.

Resignation accepted.

On motion of Mr. Weller, Mr. James M. Braly was elected to fill the vacancy occasioned by the resignation of Mr. Anderson, at the same salary, i. e., one hundred dollars per month.

On motion, ordered that when the Board adjourn, it adjourn to meet on Thursday, March sixteenth.

Mr. Denman tendered his resignation as a member of the Executive Committee, on the ground that the nature of his professional duties precluded him from giving the attention to the duties of the position which are at present demanded.

Mr. Denman's resignation was accepted, and a vote of thanks was voted him for his able and valuable services on the committee.

Mr. Braly was elected to fill the vacancy occasioned by the resignation of Mr. Denman.

Adjourned.

O. P. FITZGERALD, Secretary.

SAN FRANCISCO, March 16th, 1871.

The Board of State Normal School Trustees met at the office of the Superintendent of Public Instruction on the above date.

Governor Haight in the chair.

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Mr. Lenzen, late Architect of the Board, appeared by Mr. Frank Spencer, and made a statement concerning his connection with the Board in that relation, submitting also a statement in writing.

Mr. Fitzgerald moved that the Executive Committee be authorized to employ an architect or builder to examine the original plan and specifications, and also the detailed specifications subsequently furnished by Mr. Lenzen for the construction of the State Normal School building, and report to this Board at its next meeting what in his judgment the

said building should properly cost when completed according to said plan and specifications.

Adopted.

Voted that when the Board adjourn, it adjourn to meet on Friday, April seventh.

\* \* \* \* \*

Mr. Weller presented a claim from W. P. Dougherty & Co., contractors for lumber, for payment of loss by discount on State Normal School Warrants.

Laid over.

Mr. Denman moved that from and after this date all contracts for or on account of the State Normal School building be paid in State Normal School Warrants.

Adopted.

Mr. Denman moved that all work on the State Normal School building that can legally be done by contract, shall be regularly contracted for by the Executive Committee.

Adopted.

Adjourned.

O. P. FITZGERALD, Secretary.

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SAN FRANCISCO, April 7th, 1871.

The State Board of Normal School Trustees met at the office of the Superintendent of Public Instruction on the above date, at eleven o'clock A. M.

Present, Messrs. Braly, Moulder, Weller, and Fitzgerald.

Governor Haight being absent, Mr. Moulder was called to the chair.

The minutes of the last meeting were read and approved.

Several members of the Board being absent, the matter of the claim of Mr. Lenzen was laid over.

\* \* \* \* \*

Mr. Weller stated that certain items of expense incurred on the occasion of the laying of the corner-stone of the State Normal School building at San José, had been approved by the Board of State Auditors, but that State Controller Watt had refused to issue a warrant for the payment of the same.

Whereupon the Secretary of the Board was instructed to confer with the Controller with reference to the matter, with a view of effecting a satisfactory adjustment of the matter.

Mr. Weller presented to the Board a statement concerning the loss by discount on the State Normal School Building Warrants issued to W. P. Dougherty & Co., in payment for lumber contract.

Whereupon, on motion of Mr. Fitzgerald, the following resolution was passed:

*Resolved*, That the Clerk of Construction of the State Normal School building be and is hereby authorized and instructed to make an equation

of the loss by discount on State Normal School Building Warrants issued to W. P. Dougherty & Co., in payment for lumber contract, at the rate of one per cent per month, on the basis of the calculation that the whole amount of said claims on State Normal School Warrants will be met by the first day of February, eighteen hundred and seventy-two.

\* \* \* \* \*

Adjourned, to meet at the call of the Secretary.

O. P. FITZGERALD, Secretary.

SAN FRANCISCO, June 1st, 1871.

The Board of State Normal School Trustees met at the office of the Superintendent of Public Instruction, on the above date, at eleven o'clock A. M.

Present—Governor Haight (in the chair), Messrs. Braly, Weller, and Fitzgerald.

On motion, the action of the Executive Committee with regard to continuing the work on the State Normal School building was approved.

The claim of Mr. Theodore Lenzen against the Board, for services as architect, was presented.

[Mr. Weller in the chair.]

Mr. Braly offered the following resolution:

WHEREAS, A misunderstanding exists between Theodore Lenzen, former Architect of the State Normal School building, and the Board of Trustees, respecting claims against said Board, we therefore agree to offer him, as a final settlement of said claims, one thousand five hundred and fifty-seven dollars and ninety cents.

Carried.

Mr. Denman voted in the negative, and raised the point that it required a majority of the entire Board to carry such a resolution.

The Chair overruled the point.

[Mr. Denman in the chair.]

On invitation of the Board, Mr. Lenzen, and Mr. F. Spencer, his attorney, appeared and made statements of the matter to the Board.

On motion of Mr. Fitzgerald, the further consideration of the matter was deferred until a meeting of the Board to be held at San José on the forenoon of June fourteenth, at eleven o'clock.

\* \* \* \* \*

The salary of P. W. Reardon, Superintendent, was fixed from and after this date, at two hundred and thirty dollars per month.

Adjourned, to meet at San José, June fourteenth, at eleven o'clock A. M.

O. P. FITZGERALD, Secretary.

SAN JOSÉ, June 14th, 1871.

The Board of State Normal School Trustees met at San José, on the above date, according to adjournment.

Present—Messrs. Braly, Denman, Ryland, Weller, and Fitzgerald.

The claim of Mr. Lenzen, laid over at the last meeting, was taken up, and, after conference with Mr. Lenzen, the claim was adjusted by ordering that the sum of ——— dollars be paid in full payment thereof.

Adjourned.

O. P. FITZGERALD, Secretary.

SAN JOSÉ, July 28th, 1871.

The Board of State Normal School Trustees met at the office of the County Superintendent of Public Schools, at San José, on the day above mentioned, at one o'clock P. M.

Present—Messrs. Braly, Denman, Weller, and Fitzgerald.

On the recommendation of the Executive Committee, the plan of Mr. T. Lenzen, of San José, was adopted, as the best suited to the purpose of a State Normal School building.

On the recommendation of the Executive Committee, the sum of two hundred dollars was awarded to Mr. Leonard, for the second best plan.

On motion, Mr. P. W. Reardon was elected Superintendent of Construction of the State Normal School building.

The Architect and the Superintendent elect having recommended the appointment of a Clerk and Timekeeper, on motion of O. P. Fitzgerald Mr. R. Y. Anderson, of San José, was chosen to fill that position.

On motion, it was ordered that the pay of the Superintendent and other employes of the Board shall not commence until they shall enter upon actual service.

O. P. FITZGERALD, Secretary.

SAN JOSÉ, August 22d, 1871.

The Board of State Normal School Trustees met at San José at the above date.

Mr. Denman was called to the chair.

Present—Messrs. Ryland, Braly, Denman, and Fitzgerald.

\* \* \* \* \*  
On motion of Mr. Fitzgerald, the Superintendent was instructed to so arrange the two rooms in the second story as to be fitted up for the use of one of the teachers.

\* \* \* \* \*  
On motion of Mr. Braly, the Executive Committee were authorized to have the plastering on the State Normal School building done at the

lowest possible terms, the workmen taking the faith of the State for payment, and the Board incurring no liability.

O. P. FITZGERALD, Secretary.

SAN JOSÉ, October 27th, 1871.

The Board of State Normal School Trustees met at San José October twenty-seventh, eighteen hundred and seventy-one.

Present—Messrs. Ryland, Braly, Weller, Bryant, and Fitzgerald.

Mr. Braly was called to the chair.

\* \* \* \* \*

Mr. Braly tendered his resignation as a member of the Executive Committee; and, on motion, his resignation was accepted, and Dr. Bryant appointed to fill the vacancy.

On motion, the Executive Committee was authorized to make an agreement with Messrs. Kneedler & Hulse for the plastering of the State Normal School building, similar to that made with Mr. Campbell for the tinning; *provided*, said plastering shall not exceed the sum of fifty five cents per yard, in audited bills, against the State.

Carried.

Mr. Ryland voted in the negative.

\* \* \* \* \*

Adjourned.

O. P. FITZGERALD, Secretary.

# COPY OF NOTES.

SAN JOSÉ, August 15th, 1871.

[\$1,000.]

One day after date, without grace, I promise to pay to Kneedler & Hulse, or order, the sum of one thousand dollars, payable only in gold coin of the Government of the United States, for value received, with interest thereon in like gold coin, at the rate of one per cent per month from date until paid.

H. O. WELLER.

*Indorsed on back:* Paid August twenty-third, eighteen hundred and seventy-one, three hundred and twenty-one dollars and seventy-eight cents (\$321 78).

The above note is not stamped.

W. D. DELANY.



SAN JOSÉ, January 28th, 1872.

[\$300.]

One day after date, without grace, I promise to pay to Kneedler & Hulse, or order, the sum of three hundred dollars, payable only in the gold coin of the Government of the United States, for value received, with interest thereon in like gold coin, at the rate of one per cent per month from date until paid.

P. W. REARDON.

No. ——. Due ——. .

The above is a true copy of the note presented by A. P. Hulse to the committee this sixteenth day of January, A. D. eighteen hundred and seventy-two, Mr. Reardon acknowledging that the signature attached was his.

The note bears no revenue stamp.

W. D. DELANY,  
Clerk of Committee.

1871

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## TESTIMONY.

JANUARY 16th, 1872—P. M.

### TESTIMONY OF C. T. RYLAND.

Mr. C. T. RYLAND, being duly sworn, testifies as follows:

I was appointed by Governor Haight, but did not attend the first meetings of the Board.

The date of organization I do not know; organization was effected four or five months after passage of Act.

The organization of the Board was effected in San Francisco; Governor Haight ex officio Chairman.

Fitzgerald, Denman, and Weller were the first Executive Committee. Mr. Denman resigned and Mr. Braly succeeded him.

Mr. Braly resigned and Dr. Bryant succeeded him as Trustee and member of Executive Committee.

The first act was advertising for plans.

The plans of Theodore Lenzen were accepted, and they went to work in September, eighteen hundred and seventy, to erect the building.

Mr. Lenzen was allowed one thousand dollars for the plans, and I presume a warrant was drawn for that amount.

Mr. Lenzen was employed, and he understood the cost of the building was to be seventy-five thousand dollars; understood this from the Board. He went on with the building; put in concrete foundation, and then went on with the brickwork. The brickwork was raised one foot higher than at first contemplated. Change was made at the suggestion of the Board.

Some time in January, eighteen hundred and seventy-one, forty-nine or fifty thousand dollars had been expended, which was all the revenue collected devoted to that purpose. A meeting was had and something definite asked of Mr. Lenzen as to what the cost would be.

In February or March Mr. Lenzen was suspended, since which time no architect has been employed.

In June, eighteen hundred and seventy-one, the second year's appropriation gave out, and work was stopped. The men offering to continue, the work was resumed and continued until the last of December, eighteen hundred and seventy-one.

Parties now having accounts against the building hold simple certificates of indebtedness by the State.

So far as I know, the money of the State was fairly expended, and those having bills against the State ought to be paid.

The Clerk kept your time and the kind of work, which time was certified to by the Clerk and Superintendent; it then went into the hands of the Executive Committee, who certified it to the State Board of Examiners, who audited it, it found correct, and then a warrant was issued by the Controller to the individual whose claim had been allowed.

The Board appointed me Treasurer, but I never had in my possession any of the State Normal School funds. Payment was made directly from the State Treasury to the individual.

I never knew of the Executive Committee receiving any compensation for their services.

I understood that Mr. Lenzen was to receive one thousand dollars for his services on the building.

I understood the concrete work was done by the day.

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### TESTIMONY OF H. O. WELLER.

Mr. H. O. WELLER, being duly sworn, deposes and says:

I was one of the Trustees and a member of the Executive Committee. The Board was organized in San Francisco in May, in eighteen hundred and seventy, Governor Haight acting as Chairman, and Dr. Fitzgerald acting as Secretary. An Executive Committee, consisting of Reverend O. P. Fitzgerald, James Denman, and H. O. Weller, was appointed.

The Board then advertised for plans, and that each Trustee should notify any architect that he might submit plans, agreeing to give for the plan that was adopted, together with the necessary detail drawings, one thousand dollars. The plan submitted by Mr. Theodore Lenzen was adopted by the Board.

Mr. P. W. Reardon was then appointed Superintendent by the Board. The Trustees authorized the Executive Committee to commence the work as soon as practicable. The work was commenced on the first day of September, eighteen hundred and seventy, under the supervision of the Architect and Superintendent.

The Executive Committee then advertised for gravel, cement, lime, and brick necessary for the foundation. The bids were opened in my store. Mr. Lenzen, Mr. Reardon, and myself, together with the parties who had bids in, were present. The foundation and the basement story was built at an expense of about twenty-five thousand dollars.

The Trustees adopted Mr. Lenzen's plan, with the understanding that it could be built for seventy-five thousand dollars or eighty thousand dollars. They also obtained the opinion of Wright & Saunders, architects of San Francisco, who gave their opinion in writing, that the building could be built for seventy-five thousand dollars or eighty thousand dollars, for which reasons the Trustees adopted Mr. Lenzen's plan. Messrs. Wright & Saunders had before them the front elevation, floor plans, and this general specification, marked "Exhibit A."

After the basement was completed, the Trustees were doubtful of

completing the building for the amount specified, and called on Mr. Lenzen for an explanation. Mr. Lenzen stated that he based his first calculation upon the basis of ten-hour work, and ready cash to pay for all material and labor; but gave it as his opinion, if it had to be built by eight-hour labor, that it would cost one hundred and thirty thousand dollars. Mr. Reardon was then called upon to give us his estimate, which was one hundred and sixty thousand dollars, and it was doubtful if that would complete it. The Trustees, not being satisfied that Mr. Reardon was correct, went on with the building. I disremember the exact time. The Trustees then advertised for the lumber. The lumber bids were opened in the public parlor in the Anzerais House. After the frame was put up and inclosed, the Trustees became satisfied that they could not complete the building for the amount last stated by Mr. Lenzen.

About that time the services of Mr. Lenzen as Architect were dispensed with, for the reason that he had agreed to furnish the plans and detail drawings, and the Trustees considered the Superintendent capable of carrying out the design. There was also a misunderstanding between Mr. Lenzen and the Trustees, from the fact that Mr. Lenzen claimed a percentage upon the cost of the building over and above the amount agreed upon previously.

The Trustees procured the services of a Mr. King, of San Francisco, as an expert to estimate the cost of the building. His opinion was that it could not be built for two hundred thousand dollars.

After the appropriation made by the State was exhausted, the Trustees, through the Executive Committee, informed those who were furnishing materials, and those who were performing labor on the building, that in order to proceed with the building they must look to the State for their pay, or the work would stop; that they did not consider themselves responsible for anything after that. The building was at that time without roof or paint, and in order to protect it the Trustees allowed the work to go on.

"Exhibit B," being further specifications, was furnished, I think, from time to time as the work progressed, along with the detail drawings; am not positive.

The time at which Mr. Lenzen stated that the building would cost one hundred and thirty thousand dollars, was after the brickwork was completed, and when they were putting on the sills and joists for the first floor.

The resolution for the discharge of Mr. Lenzen was offered by Mr. Denman, and, as amended, was passed and placed on the record as it there now appears. I think all the members of the Board were present, except Governor Haight and Mr. Moulder.

Mr. Lenzen, on final settlement, was allowed seventeen hundred dollars, of which he received but five hundred.

The roof was put on by days work; the material was furnished by Mr. Campbell; the time of the men was kept by the Timekeeper. Mr. Campbell had the right to designate the men who were employed in roofing, under the instructions of the Superintendent. Henning & McKee furnished the paint.

All lumber was furnished by contract, and ordered by the Superintendent and tallied by the Clerk; that is my understanding of it.

I never discovered any discrepancy in the tallying of the lumber; I think I would have discovered it if any existed.

I suppose, from the statements I have had from the Superintendent and Clerk, that very near a million feet of lumber was furnished.

There has been mill work done by contract, and contracted for, such as moldings, window frames, cornices, etc., to the amount of twenty or twenty-five thousand dollars; a portion of it has not been delivered yet.

I do not know how much per square the roofing cost.

Parties who furnished material by contract were to be allowed one per cent interest, in order to make it as near cash as possible—interest to run until March, eighteen hundred and seventy-two.

I think there was to be a consideration given to the party having the second best plan. H. R. Leonard got two hundred dollars for the second best plan.

There was no agreement between Mr. Lenzen and the Executive Committee at any time that he was to have a percentage on the cost of the building.

Mr. Lenzen objected to some lumber that was furnished; some fir lumber. The committee employed Mr. Lenzen to pick out the bad lumber. There was no fault found in any particular, except that found with the lumber, until after Mr. Lenzen was discharged. Mr. Lenzen was present when all bids were opened, and signified his consent to the contracts that were let.

I did not know that there was any fault found until Mr. Lenzen was discharged. I do not know what fault has since been found.

*By Mr. Silent*—Mr. Fitzgerald attended to the matter of advertising for plans. I am not positive that I saw the advertisement for plans, but think I did. I cannot tell in what papers it was published.

Mr. Lenzen's plans were adopted because he had good reason to suppose the building could be completed for the amount stated.

Those reasons were Mr. Lenzen's statement, and the statements of other architects.

We did not consider that any other better plans were offered.

We accepted Mr. Lenzen's plans because they were the best offered for the amount that it was said it would cost to build them.

The Trustees first began to doubt their ability to complete the building for the amount estimated when the basement was about completed. I cannot tell the exact time. It was about this time that Mr. Lenzen gave it as his opinion that the building could be completed for one hundred and thirty thousand dollars.

I could not tell you the exact reason that we did not discharge Mr. Lenzen at this time.

Some of the Trustees thought that it could be built for that amount and others did not.

To some extent the ability to construct the building for that amount was discussed by the Trustees.

I cannot tell the date of Mr. Lenzen's discharge. Mr. Lenzen says it was the eighteenth day of February, eighteen hundred and seventy-one, and Mr. Lenzen's statement ought to be correct.

I do not recollect how long it was after the rejection of lumber by Mr. Lenzen, that he was discharged.

The contract to furnish gravel was the first let by the Executive Committee, I think; I think the next was the brick contract.

This material was advertised for, I think, in more than one of the San José papers.

I do not know that any member sought to ascertain the value of brick at that time.

The contract was let to the lowest bidder; I cannot tell how many contracts were made for mill work, but think there were three.

I do not know how many of the proposals to do mill work were advertised, but I think all of them.

These contracts were let by the authority of the Executive Committee; I do not know whether proposals for these contracts were published or not, but I think they were.

The Executive Committee have kept minutes of their proceedings; said minutes are in the possession of the Superintendent of Public Instruction.

I presume that the Secretary advertised for proposals through instructions of the committee.

I was not present at all of the meetings of the committee, but was present at a majority of the meetings.

We did not advertise for material for plumbing and gas-fitting.

I do not think we advertised for material for tinning and galvanized iron work; I do not think we advertised for material for painting.

Some of the contracts made were evidenced by writing; I cannot say that the lumber contract was put in writing and signed by the contracting parties.

I cannot specify any particular contract that was put in writing; I do know a contract was made in writing; I think some of the contracts for mill work were in writing.

We did not advertise for material for the stairs that I know of.

I cannot say that any of the manual labor was let by contract.

The State furnished the painters. Messrs. Henning & McKee suggested the men to do the painting, and I suppose the Superintendent approved of them; the men were to receive four dollars per day, I think.

No particular member of the committee let the contract to Henning & McKee. I think the arrangement was made by Mr. Fitzgerald, Mr. Braly, and myself. These men received their certificates for labor performed from the Clerk of the building.

Mr. Campbell performed the labor of roofing. His arrangement was similar to that of Messrs. Henning & McKee.

I think that Mr. Campbell suggested the men to do the labor of roofing to the Superintendent.

Messrs. McNally & Hawkins, of San Francisco, did the plumbing and gas-fitting.

Mr. Hawkins, I think, suggested the men to do the work. Mr. Hawkins is a member of the firm of McNally & Hawkins.

We have not let any contract for the lathing and plastering, or the furnishing of material for the same.

The lathing that has been done has been under the supervision of Mr. Reardon, he employing the men, I think.

I suppose Mr. Reardon hired the laborers to do the lathing.

I think Mr. J. M. Braly has kept a record of the work done by the lathers.

I have been at the building since the lathing was commenced.

I do not know that boys have been employed there.

The Executive Committee was authorized to make an arrangement similar to that made with Campbell and Henning, but the work was not to cost more than fifty-five cents per yard for three-coat work, inch laths to be used.

Q.—Explain this entry in time book, in the month of May, last page for that month:

"Name—M. Campbell, by tinsmiths furnished, 18, 19, and 20—3 days; 22—4 days; 24th—5 days; 25th, 26th, 27th, 29th, 30th, 31st—6 days each. Total of days, 58; wages per day, 4 dollars; amount due \$232.00.

"Received payment.

"M. CAMPBELL."

A.—The probability is that the men assigned their bills to Mr. Campbell.

Q.—What evidence have you in your record of who these laborers were?

A.—Only the evidence of the time book. I cannot say whether it was or not the practice of the tinsmiths to assign their time to Mr. Campbell.

I think no bids were invited or received for material for stair building, for painting, plumbing, and gas-fitting; galvanized iron work, tinning, and roofing; nor for plastering and lathing.

There was no arrangement for the parceling out of contracts, to be let by the different members of the committee, that I know of.

I have been at the building, sometimes once a week, sometimes two or three times a week. I have perhaps given to it four to six months time since the first of September, eighteen hundred and seventy. I have received as compensation for traveling expenses, by order of the Trustees, one hundred dollars.

I never made any proposition to any merchant or material man, promising certain contracts on condition that I should receive a percentage on the purchase price.

I never received but one hundred dollars from the Board of Trustees for my services, directly or indirectly.

I never received any money from any person, either directly or indirectly, as an offset for my services.

All of the men are employed by the day, except the Superintendent and Clerk and Watchman. The Superintendent gets two hundred and thirty dollars per month.

The Executive Committee came to the conclusion, after the money was exhausted, that they were not necessarily compelled to advertise for the material or work to be done on the building.

They thought that these parties were willing to do the work on the faith of the State, to be employed and to do the work. They therefore directed the Superintendent to see that this work should be carried out according to the plans and specifications. The material was to be of the best quality, and where it was furnished by these parties, there was to be an account kept of it.

I am not aware that any written proposals were received under this arrangement.

I do not think that any member of the committee is a practical mechanic.

Q.—Where there were specifications and proposals accepted in writing, the Executive Committee understood such acceptance as a contract?

A.—There has been.

Q.—Has any money been paid to you, or any property been conveyed to you, by any individual or firm who held a contract to supply material for the school building within a period of eighteen months?

A.—There has.

Q.—What was the consideration?

A.—I have loaned them money, and borrowed money of them. I have



not borrowed or loaned money to any one of them but Mr. Kneedler and Hulse, nor have I received any money or property from any of them.

Q.—Was Mr. Leonard's plan accompanied with an estimate of the cost?

A.—I think it was.

Testimony closed.

JANUARY 17th, A. M.

## TESTIMONY OF JAMES M. BRALY.

Mr. JAMES M. BRALY being duly sworn, deposes and says:

I reside in San José; at present I am Clerk of State Normal School building; have been since the first of March, eighteen hundred and seventy-one; was appointed by the Board of Trustees; I have kept a record of all the work and labor performed on the building, also of all material furnished and of all warrants drawn. I can give to this committee a statement of all material used, up to this time, on the building. I kept the time table, and can give a record of all the time, up to this date.

Question—How much lumber has been furnished up to this time?

Answer—The amount of lumber used to the thirtieth December, eighteen hundred and seventy-one, one million one hundred and ninety-nine thousand three hundred and sixty-five feet; total cost, thirty-six thousand eight hundred and eighteen dollars and seventy-eight cents. Total amount, to same date, paid for labor, seventy thousand seven hundred and forty-three dollars. This amount includes all labor charged to the building.

Q.—How many days' work were performed by carpenters?

A.—Total days of carpenters, nine thousand five hundred and seventeen and a quarter; eight thousand four hundred and thirty-nine and a quarter days at four dollars per day; one thousand and seventy-eight days at three dollars and fifty cents per day. Total amount paid to carpenters, thirty-seven thousand five hundred and thirty dollars.

Q.—Why did you pay some men three dollars and fifty cents, and others four dollars per day?

A.—The Superintendent rated the men according to ability and skill. I called the roll at eight o'clock A. M. and at one o'clock P. M. Those who did not answer at roll call were considered absent. I have a time book with me. I kept a small book from which I called the roll, and afterwards entered the time in a larger book. There is a written agreement with Mr. Campbell to furnish the tinsmiths at four dollars per day. Mr. Campbell had charge of the roofing. The written agreement with Mr. Campbell was considered a contract. During the time I was there I measured nearly all the lumber and kept an account of it.

Q.—How much was to be paid for rough lumber?

A.—For framing lumber, common sizes and lengths, twenty-three dollars and seventy-five cents; extra sizes and lengths, twenty-six dollars. The framing was ordered by the lineal foot, but was charged for by the number of feet of lumber according to ordinary board measure. I do not know that Mr. Dougherty was allowed nineteen dollars per thousand for the sawing.

Q.—Do you know whether this fifty-two thousand feet charged in this book is for lineal or superficial feet?

A.—Superficial feet.

Q.—Did Mr. Dougherty have this lumber sawed into flooring?

A.—He did.

Q.—Did Mr. Dougherty deliver all the lumber?

A.—He did; he was to deliver all the lumber on the ground.

Q.—Did Mr. Dougherty furnish the tongued and grooved redwood for wainscoting?

A.—He did; a portion already tongued and grooved, and a portion in rough lumber.

Q.—What was paid for working the rough lumber?

A.—There was an agreement made at the mill to do it for four dollars and fifty cents, (this was in eighteen hundred and seventy,) of late it cost a little more.

Q.—Will you give the total cost of the mill work?

A.—Twenty-one thousand seven hundred and twenty-six dollars and eighty-six cents, was the total cost of the mill work.

Q.—What portion of this remains undelivered?

A.—None of it.

Q.—This twenty-one thousand seven hundred and twenty-six dollars and eighty-six cents is not included in any of the amounts previously given by you?

A.—Lumber and mill work are given as separate items; the twenty-one thousand seven hundred and twenty-six dollars and eighty-six cents should be added to the bill for lumber of thirty-six thousand eight hundred and eighteen dollars.

Q.—How much material is yet undelivered that is contracted for with the mill men?

A.—Contract was for sash, doors, blinds, skylights, and transoms, for five thousand five hundred dollars, and all straight moldings at three-fourths of a cent per inch per lineal foot, and spring molding at five cents per inch per lineal foot; this contract was made November eleventh, eighteen hundred and seventy-one; of this contract the window sashes for the basement have been delivered, and a portion of the moldings; the only things delivered and not placed to their credit are these window sashes; this contract was made with Messrs. Metcalf & McLeilan.

Q.—What was the total cost of the roofing under Mr. Campbell?

A.—Total cost of material for roofing and chimneys, six thousand five hundred and fourteen dollars and two cents; labor, four thousand seven hundred and seventy-three dollars and fifty cents; I have the bills of Mr. Campbell as rendered monthly.

Q.—Give total cost of brickwork?

A.—Total cost of brick, four thousand three hundred and seventeen dollars and sixty cents; labor, two thousand one hundred and thirty-nine dollars and thirty-seven cents. The vouchers of Mr. Kneedler for the bricks are in the office, I think.

Q.—Give total cost of concrete?

A.—I cannot; I do not know the amount.

Q.—Give total cost of painting?

A.—Henning & McKee furnished the material for painting and Mr. Henning did the painting; the material for painting cost two thousand two hundred and eighty-five dollars and eighty-one cents; labor, four thousand two hundred and eighty six dollars and fifty cents.

Q.—What was the total cost of plumbing and gas-fitting?

A.—Material, six thousand eight hundred and six dollars; labor, four thousand five hundred and thirty-six dollars.

Q.—Has there been a contract made to do the plastering?

A.—No, sir; the Board of Trustees gave power to the Executive Committee to make a contract, but it has not been made.

Q.—What was the cost of hardware?

A.—Three thousand five hundred and sixty-one dollars and twelve cents. We did not buy all the hardware of one firm. The sum of three hundred and sixty-one dollars and sixty-five cents should be added to the cost of plumbing and gas-fitting as already given.

Q.—What has been the total cost of wrought iron?

A.—Three thousand six hundred and seventy-eight dollars and forty-three cents, for which I have vouchers.

Q.—What has been the cost of the cast iron?

A.—One thousand one hundred and ten dollars and thirty-five cents; I think I have the vouchers.

Q.—Give the cost of carving?

A.—Five thousand four hundred and forty-six dollars and nineteen cents; the item of seventy thousand seven hundred and forty-three dollars and forty-one cents covers all the labor done on the building.

Q.—Can you tell how much cash has been paid up to this time?

A.—This includes all the warrants drawn, except the sum of two hundred and fifty dollars: amount of cash paid, eighty-nine thousand one hundred and twenty-two dollars and thirty-three cents; the amount of floating or unpaid indebtedness at present amounts to the sum of eighty-five thousand one hundred and eighty-two dollars and ninety-one cents; in addition to this, there has been some material furnished by Messrs. Kneedler & Hulse, and labor done by them, for which no credit has yet been given; Metcalf & McLellan have furnished some material, for which they have not yet received credit. The time of the lathers was not kept in the regular time book; I kept it, at the request of Messrs. Kneedler & Hulse, in a separate book; I also kept an account of the material furnished by them; no certificates for the time of the lathers have been given either to the men or to Messrs. Kneedler & Hulse.

Q.—Did Mr. Campbell present a power of attorney from his men to you to draw their wages?

A.—No, sir; I considered the memorandum of contract in this book my justification.

Q.—If Mr. Campbell presented a bill for the men's wages, and you paid it, and the men afterward demanded their pay, what would you do?

Q.—How much have you paid the San José Water Works?

A.—Four hundred and fourteen dollars; this was paid by the month; we required more water during the last few months; the deafening and chimneys required a good deal of water.

Q.—Has an agreement been made with the stair builder?

A.—No, sir; he was employed by the day.

Q.—In time book marked "Number Four," in which you refer to the men of Messrs. Kneedler & Hulse, did you also keep the time of the men of Mr. Campbell, tuner?

A.—As a rule I did know what men were discharged for; the Superintendent told me; I never knew that men were discharged for political reasons; I never told any one so; there were two discharged for talking too much, by Mr. Reardon; they were Republicans; their names were Estabrook and Ables; they were discharged August eighth, eighteen hundred and seventy-one; I never heard any threat made to discharge

men for political reasons; some time near last of May fifteen men more than were necessary were discharged. A part of the writing in this contract book is in my handwriting. I have receipts from the water company for the four hundred and fourteen dollars paid; I have not got the receipt book here. I mean by my statement, that "I received the books from Mr. Anderson in a very unsatisfactory condition," that I found a want of system and many errors.

Adjournment had at twelve o'clock and forty minutes to two o'clock and thirty minutes P. M.

#### EXAMINATION OF MR. BRALY RESUMED.

My summary of — includes all bills, with the exception of —. I cannot give the cost of the concrete foundation; the material was furnished before I became Clerk; the books don't show the cost of the concrete; but I can get at the cost of the concrete and brickwork together.

*By Mr. Silent*—Explain this item of forty-three thousand three hundred and ninety feet of lumber furnished by Mr. Dougherty: "Forty-three thousand three hundred and ninety feet of lumber, at thirty dollars per thousand, one thousand three hundred and one dollars and seventy-one cents."

A.—I can give no explanation of the above item, as there was no such price as that in the bill of Mr. Dougherty, or the bill rendered by him for that month.

Q.—Is there any other item on that page where lumber was credited to Mr. Dougherty at thirty dollars per thousand?

A.—Yes, one for one thousand five hundred and eighty feet. Upon an examination of the check book for lumber, made by myself and Mr. Pomeroy, we were unable to find any corresponding items to the following items placed to the credit of Mr. Dougherty for lumber:

December 3d..	To 656 feet lumber @ \$23 75 $\frac{3}{4}$ M.....	\$16 01
	To 429 feet lumber @ \$26 $\frac{3}{4}$ M.....	12 42
	To 43,390 feet lumber @ \$30 $\frac{3}{4}$ M... ..	1,301 71
	<i>Balance on November Account.</i>	
	To 34,793 feet lumber @ \$26 $\frac{3}{4}$ M.....	1,164 60
	<i>Balance on December Account.</i>	
	To 1,580 feet lumber @ \$30 $\frac{3}{4}$ M.....	44 63
	Total.....	\$2,559 79

I found an error of one hundred dollars in an item of one hundred and eighty-four dollars (\$184). I found, by examining the day book, that he had attempted to correct the error, but had not made the correction in the journal or ledger.

Q.—How much lumber was furnished before you were employed?

A.—About eighteen thousand dollars worth, or about one half the whole amount furnished to date.

Q.—How have you tallied the lumber since you were employed?

A.—I measured the lumber.

Q.—Have you any record of a contract with Dougherty & Co. for the delivery of the fir lumber?

A.—There was no bid for fir lumber; it was put down at the same price as the best quality of framing lumber of corresponding sizes and lengths.

Q.—Explain this entry in the day book: "M. Campbell, 12 days work in shop making pipe, \$4 per day, \$48.00." And a number of similar entries made in the same book?

A.—Mr. Campbell made the conductor pipes and chimney tops. He brought these accounts in on account of that work, and was allowed for it by the day. There are a number of other entries of the same nature made in the same way.

Q.—Turn to your book of contracts and ascertain if there is any contract to furnish lime and cement, and if so, state what they are?

A.—This is a memorandum of contract to furnish Gaudalupe lime; was let on the seventh of September, eighteen hundred and seventy, to A. Pfister, at one dollar and twenty-five cents per barrel.

Contract to furnish Santa Cruz lime for brickwork; let September fourteenth, eighteen hundred and seventy, to A. Pfister & Co. and Kneeder & Hulse, at two dollars and ten cents per barrel.

Contract to furnish cement for foundation of building; let September seventh, eighteen hundred and seventy, to A. Pfister & Co., at three dollars and eighty-five cents per barrel.

Q.—Explain why the Executive Committee, as shown by this day book, subsequently gave to Pfister & Co., and to Kneeder & Hulse, five dollars and fifty-five cents a barrel for cement, and two dollars and seventy-five cents per barrel for lime?

A.—Messrs. Pfister & Co. and Kneeder & Hulse told me the price of cement and lime had advanced, and these prices were as low as they were willing to furnish it for and wait for their pay. The lime now at the building was furnished by Kneeder & Hulse, and amounts to two hundred and eighty-one barrels. The lime was delivered on the ninth and tenth days of November, eighteen hundred and seventy-one.

The contract for the five thousand five hundred dollar mill work, awarded to Metcalf & McLellan, was considered by the Executive Committee as the lowest bid offered. Metcalf & McLellan's bid was two hundred dollars higher on that portion of the bid than Pratt, Childs & Co.'s.

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JANUARY 17th, P. M.

### TESTIMONY OF JAMES DENMAN.

JAMES DENMAN being duly sworn, deposes and says:

I was a member of the Board of Trustees of the State Normal School when it first organized.

Question.—What system of letting contracts was adopted?

Answer.—I was a member of the Executive Committee for about nine

months, which committee was in the habit of advertising for material, and the contracts were given to the lowest bidder.

Q.—Was the Executive Committee given power to vary from the plans?

A.—I do not recollect that the committee had that power.

Q.—Have you minutes of the meetings of the Board?

A.—The Board kept minutes, which are now in the possession of the Secretary of the Board. The Board advertised for competition in the plans.

Q.—Do you know how much time was given for plans?

A.—I do not know; the books ought to show; we finally adopted Mr. Lenzen's plan. There was an agreement with Mr. Lenzen that he should present a plan, give necessary specifications, and superintend the construction of the building. There were means taken to ascertain whether the building could be completed for the amount specified. We received an estimate from Mr. Lenzen of seventy-five thousand dollars; we also got an estimate from Messrs. Wright & Saunders, whose estimate was seventy-five thousand dollars; we did not get any other estimates before the plans were adopted. Since the discharge of Mr. Lenzen, the building has been under the charge of the Superintendent. I was not at the meeting in June when they resolved to go on and complete the building. After the money was exhausted, the Board resolved to go on and complete it, and the Executive Committee made arrangements with the men to go on and look to the State for their pay. No member of the Board is personally responsible for the debts incurred. There was a misunderstanding between the contractor and the Superintendent as to the kind of lumber to be received. I deemed it important that the building should be inclosed and protected after so much had been spent on it. The Board had no regular time of meeting; usually met at the call of the Secretary of the Board. Was a member from the organization of the new Board until it was resolved to remove the State Normal School to San José. The Executive Committee had control of the construction of the building under the Board.

Q.—Was it through your instrumentality that Wright & Saunders were consulted?

A.—I think it was. I relied more on our Superintendent, after three or four months, than on the architects. I do not know whether all contracts were in writing or not. The members of the committee reported to the Board at its meetings. I was in favor of the lowest bidder receiving contracts. We had two, I think three, bids from San José, and one from San Francisco. Mr. Dougherty's bid averaged the lowest. We instructed the Secretary to advertise, inviting plans and specifications. At first decided to give three hundred dollars for plans. Afterward, concluded to give one thousand dollars for plans, and specifications that would enable our Superintendent to carry out the plans.

Q.—Why was the lumber rejected?

A.—According to the specifications, the lumber was to be Puget Sound lumber, and the lumber being furnished was from this locality. We told Mr. Lenzen that we would pay him for the inspection of the lumber. The lumber question was first brought up in the Executive Committee, I think, by Mr. Fitzgerald. The bids were opened in San Francisco, in executive session. It was at the meeting held in this town that the bids were opened and the contracts let. We averaged the estimates for the different articles as a basis for determining the lowest bids. I am not aware that a bid was presented nearly one thousand dollars

lower than that of Mr. Dougherty's. I think the whole Board, except Governor Haight and Mr. Moulder, were present when Mr. Reardon was employed as Superintendent. I think I was present at a meeting held subsequent to the discharge of Mr. Lenzen, at which Mr. Reardon's salary was raised. I had nothing to do with the contract for material for gas-fitting. I think I recommended Mr. Hawkins, and voted for him as superintendent of the plumbing and gas-fitting. I think Mr. Reardon's salary was raised at the time the funds were exhausted; and raised from two hundred dollars to two hundred and thirty dollars per month. I recommended Mr. Hawkins because he was an honorable man and had done a good deal of that business, and I wanted it to be given to a San Francisco man.

JAMES DENMAN.

### TESTIMONY OF J. M. BRALY RESUMED.

In answer to a question from Mr. Silent, witness recapitulated that portion of his former testimony regarding Metcalf & McLellan's bid.

*By Mr. Silent*—How much lumber was returned to William P. Dougherty as rejected?

*Answer*.—I don't know the exact amount that was returned as rejected; I kept account, and the books will show that thirty-one thousand one hundred and sixteen feet were rejected; the whole amount was eighty-seven thousand four hundred and fifty feet, of which the thirty-one thousand one hundred and sixteen feet were rejected.

*Q.*—Does that appear upon the books?

*A.*—Yes, it is upon record.

*Q.*—Will the books show that Dougherty was credited with that amount afterwards?

*A.*—I can show by the books where he was credited with a great portion of it; in one lot there were twenty-three thousand feet.

*Q.*—Was not that rejected lumber afterwards used on the building?

*A.*—Yes, the most of it was used for framing purposes.

*By Mr. Silent*—I find here in this book double entries; I will turn to one for a sample, like this:

"A. W. Henning, by twenty-six days services, at six dollars per day.

"A. W. Henning, by C. Whipple, twenty-six days labor."

Now, how did Henning come to be credited with Whipple's services?

*A.*—I can account for that: Whipple was an apprentice for Henning, and he drew three dollars per day for his services.

*By Mr. Silent*—Explain this amount—two hundred and fifty-four dollars and twenty-five cents—credited to Mr. Campbell?

*A.*—That was a warrant furnished to him in May for material furnished; as I have duplicates of all bills rendered, I have a bill of this.

*Q.*—How do you keep account of warrants issued—have you kept any record yourself?

*A.*—Yes; I have kept a register in which the name of the party to whom a warrant was issued, the amount of the same, and its number is carefully noted.

*Q.*—Does that register state whether or not the warrant was issued for labor or material?

A.—No, it does not.

Q.—Has Mr. Reardon been continually employed on the building since you have been connected with it?

A.—During the time I have been connected with the building Reardon has been there during working hours.

Q.—Do you not know that he was employed in the erection of a building elsewhere during the time he was employed on the Normal School building?

A.—I think that he did have the oversight of a building on First and Santa Clara streets.

*By Mr. Silent*—Give a list of the names of the painters employed on the building since May last, with the amount per day paid to each?

A.—In May, William Borchers, eight and three quarter days, at three dollars per day; Charles Whipple, ten days, at three dollars per day; in June, William Borchers, ten days; C. Whipple, ten days.

Q.—To whom were their certificates issued?

A.—To Mr. Henning, at their request; at least, he was credited with the amount of their labor, and warrants were issued to him.

*By Mr. Silent*—Well, go on with the list; give the names of all and the amounts?

A.—B. McGindley, twenty-two days, at four dollars per day.

Q.—Who drew that certificate of labor?

A.—McGindley himself.

Q.—Who handed over these certificates?

A.—I did; they were all handed over by me.

Q.—And you are sure you presented McGindley with the certificate for his labor?

A.—Yes.

*By Mr. Silent*—Do you not know that they found their way into the hands of other parties?

A.—I presume they might have done so; McGindley might have handed his to Henning, for all I know; it was no affair of mine.

*By Mr. Silent*—Well, go on with the list of names?

A.—In July, Charles Whipple and McGindley were employed; the latter at four dollars per day; in August, Charles Whipple at three dollars per day; I. Crowhull, Mulvany, and McGindley at four dollars per day; in September, C. Whipple at three dollars; Hugh Gallagher at four dollars; J. F. Loderstrong, James Edwards, Thomas Jarman, Ed. Sprague, and James Barlow, at four dollars per day.

*By Mr. Silent*—Well, is that all; there are more names, are there not?

A.—Yes; R. H. Reed, John Steadman, James Creary, S. Prideaux, Robert Lawson, and Daniel Lee, at four dollars per day; and they were all the painters.

*By Mr. Silent*—Read the list of the tanners employed?

A.—P. Malony, five dollars per day; Burdet Hartman and Charles Bently received three dollars per day; for the last three months Malony had received five dollars per day, and the others three dollars.

Q.—To whom were their certificates given?

A.—To Mr. Campbell, who was credited with their labor.

Q.—Were they all the men who worked for Campbell?

A.—No, there were other workmen, whose labor was credited to Campbell at different times.

Q.—Who were they?

A.—Fred. Holbrook, four dollars per day; and William Perry at four dollars per day, in June; their labor was credited to Campbell; Richard



Steele, Owen Connolly, L. E. Dawson, and Marcus Miffin, all received four dollars per day, which was placed to Campbell's credit; in August, Charles Bagley and A. Henley worked for Campbell at five dollars per day; they received one dollar per day extra because they worked ten hours per day; they received pay at the rate of four dollars per day of eight hours; all these warrants were placed to Mr. Campbell's credit.

Q.—Name the gas-fitters and plumbers employed?

A.—Thomas Gallagher, P. Stewart, Thomas O'Brien, and D. Hogan received six dollars per day each; their helpers, J. C. Corcoran, Joseph Nevils, William Kelly, and Morgan Fay, at three dollars per day; there were other gas-fitters, E. K. Bradford, and J. Hagerthy, who received six dollars; and their helpers, William Cole and Henry Humphrey, received three dollars.

Q.—To whom were their certificates of labor issued?

A.—They were made out in their favor; but they transferred them to McNally & Hawkins.

Q.—How much did McNally & Hawkins pay the men?

A.—I do not know; I had no means of finding out, and it was not my business to inquire.

Q.—Did you take receipts for certificates issued?

A.—No, I took no receipt for certificates; if I paid a warrant on book account, I took a receipt, but I never took receipts for certificates, as they were not considered settlements; the men came to me for certificates at the end of each month.

Q.—How many certificates have been issued; to what amount?

A.—I do not know how many certificates are issued; I have no means of determining but by marks I placed on margin of accounts in book.

Q.—Can you tell by your books what the outstanding debt of the State is on the building?

A.—Yes, I can give the exact amount at any time that it is required; I will say that I did not consider giving a certificate as payment of an account.

Q.—Who signed the certificates?

A.—I signed them, and the Superintendent signed them also.

Q.—Did the Superintendent sign his own certificates?

A.—Yes, he did.

Q.—Give the whole amount of the indebtedness upon the building according to your books?

A.—The whole amount to the credit of different parties now upon the books is eighty-five thousand one hundred and eighty-two dollars and ninety-one cents.

*By Mr. Baird*—Is it not possible to forge certificates; and may there not be forged certificates now in circulation?

A.—It might be possible to forge them; but it is improbable that it has been done, as the purchasers have invariably come to the office to see if they were correct.

Q.—Did you keep tags of certificates issued?

A.—No, I did not; but I can tell from my books the amount of each certificate issued. (Witness here exhibited books to Board, and explained his system to the Chairman.)

*By Mr. Baird*—Was you Clerk before the appropriations of funds were exhausted?

A.—Yes, I was Clerk from the first of May.

Q.—How, or in what manner have you been accustomed to issue warrants?

A.—When parties who held certificates, by purchase or otherwise, came to get warrants, they were always compared with my records.

Q.—Were bills of material purchased by Mr. Campbell always furnished?

A.—Yes, always; the committee bought material from Mr. Campbell and Mr. Henning.

Q.—Who holds these certificates issued now?

A.—I have no means of knowing who holds the certificates now issued, or where they are; a majority are, in my opinion, still in the hands of the original holders.

Q.—Was your salary raised by the Board at the time of the strike?

A.—Yes, it was raised from one hundred dollars to one hundred and ten dollars per month at that time.

Q.—Up to what time were all bills paid?

A.—All bills up to June first were paid except Mr. Campbell's, which was paid to June twenty-third.

Q.—How was the loss by delay fixed to satisfy all?

A.—The Controller averaged the time of delay in waiting for bills.

Q.—Are not some warrants issued in June now unpaid?

A.—Yes, warrants for material and work.

Q.—What was the market value of the certificates at the time material was bought of Mr. Campbell?

A.—At that time bankers paid ninety cents; but in February and March they depreciated to eighty-seven and eighty-eight cents.

Q.—How much lumber was delivered prior to the first of January?

A.—About seventeen thousand dollars worth.

Q.—Why was such a quantity laid in?

A.—I do not know; I was not there at the time; the bulk of that lumber was used for framing before the twentieth of May.

Q.—How many men were discharged at the time of the strike?

A.—I think about twenty men were discharged at the time.

*By Mr. Belden*—How do you account for the discrepancy in the account in December in the lumber bills?

A.—I cannot tell, but as I received bills for each amount received, I can correct the whole in time.

Q.—How many bills came with each parcel of lumber from Dougherty?

A.—Bills in duplicate did not always come at the time, but when small loads came it would be made out in monthly statements, and then the bills were made in duplicate. I kept one and sent one to San Francisco, and Dougherty kept a triplicate. If any discrepancy exists it can be remedied by comparing.

Q.—Is there any sale now for certificates?

A.—No; workmen have been endeavoring to sell certificates for the last two months to no purpose.

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## TESTIMONY OF J. H. BRALY.

J. H. BRALY sworn:

*By Mr. McCullough*—Were you one of the Board of Trustees of the State Normal School?

Answer—Yes, from the commencement.

Q.—Can you give any information in regard to the concrete foundation of the building and its cost, etc.?

A.—No, I cannot, for I was not a member of the Executive Committee, and all the information I gained was by hearsay; I know the subject was spoken of in the Board.

Q.—Did you hear the evidence of the other members of the committee?

A.—Yes, I heard a portion, and recollect some of the questions. In relation to the plastering and concrete I know nothing, as I was not a member of the Executive Committee at the time.

Q.—Did you hear Mr. Denman's statement?

A.—No, I did not hear all of it, but such as I heard was as I remember the transactions.

Q.—Does your recollection of the main points testified to coincide with that of the other testimony?

A.—Some of the testimony given was, as I remember it; some was not, though in the main it will agree with what I heard.

#### EVENING SESSION.

Q.—Were the eight and ten-hour systems discussed in the Board?

A.—They were discussed, and the time of labor changed from ten to eight hours, in conformity with the State law?

*By Mr. Silent*—For what time were the computations made by the architect?

A.—I do not know, but I presume for ten hours, as that was one of his points of defense after he was dismissed.

*By Mr. Silent*—Then you tried and dismissed him before you gave him a hearing?

A.—Now I remember, that after his dismissal he incorporated that point of a change of time in his defense, and computed the additional expense that accrued at forty or fifty thousand dollars.

Q.—Were you present at every meeting of the Board?

A.—Yes; I was present at every meeting but one.

Q.—Did you vote at the time Lenzen was discharged?

A.—I voted in the committee at the time the resolution discharging Lenzen was adopted. I should like to give my own statement in regard to affairs, as I know them, from the commencement.

On motion, Mr. Braly continued as follows:

At the first meeting of the Board, in May, we organized, elected the officers and an Executive Committee, and we resolved to proceed to the erection of the State Normal School building as soon as possible; I think the Executive Committee advertised for plans; the plans were submitted for the inspection of the Executive Committee, and not to the Board; they were fearful they could not build the proposed building with the amount of the appropriation; did not accept the plan at first, for fear of future difficulties financially. At a subsequent meeting in the Court House, the matter was discussed, and the architect, Mr. Lenzen, assured us that the building, according to the plan, could be erected; as a further precaution, we consulted a San Francisco firm, Messrs. Saunders & Wright, I think; they decided that the building, according to the plans and specifications, could be built; after that assurance, I had implicit confidence in Mr. Lenzen; we elected a Superintendent and ordered the Executive Committee to go forward and have the building so far completed as to allow the holding of the State Normal School in

San José. As the Fall advanced, we became frightened for fear the work could not be accomplished, and we should get into financial difficulties; Reardon assured me the building would cost one hundred and fifty thousand dollars; I thought Reardon was unnecessarily frightened, but when I discovered that warrants had been issued for forty-five or forty-eight thousand dollars, and we had only a portion of the lumber bought, and the building scarcely commenced, we called Lenzen and determined upon an investigation; we demanded from him plans and specifications for all work and cost, so that we could have some basis to figure upon; I think these are the specifications; we desired Lenzen to have all the figures and estimates ready at the next meeting; at that meeting Reardon informed us the building at the present rate of progression, and to follow out the plan, would cost one hundred and fifty or one hundred and sixty thousand dollars; Lenzen did not submit a calculation, but we were convinced the building would cost over the estimated seventy-five or eighty thousand dollars, and we were convinced we had been led into our error and difficulty by the architect; Denman offered a resolution to the effect that whereas the architect had misstated and misrepresented affairs connected with the building of the State Normal School, he be dismissed; Ryland offered a substitute, which was to discharge him, with reasons for so doing; I offered another substitute, tending to give Lenzen an opportunity to explain matters at the next meeting; this was adopted, and at the next meeting Lenzen made a labored defense, through his attorney, Mr. Spencer, in which he set forth the reasons why the building had cost so much more than his estimate; Mr. Spencer was employed by Mr. Lenzen as his attorney till the matter was settled, and I think he is so employed yet.

[*By Mr. Silent*—No, sir, on the contrary. In the absence of Mr. Spencer, I emphatically deny the charge.]

As near as I can remember, the feelings displayed toward Mr. Lenzen were that he should be able to justify himself and show reasonable excuses for the discrepancy. In his defense he stated that he had figured brick at eight dollars per thousand, and they had cost ten dollars; he computed labor at ten hours, and eight was the standard; and he said he had not figured for Clerks or a Superintendent. He decided that the building must cost one hundred and thirty thousand dollars or one hundred and forty thousand dollars, and then we were satisfied we had acted right in dismissing him. Lenzen claimed one thousand seven hundred dollars more than we considered him entitled to. He was to receive one thousand dollars for the plan and specifications, with instructions. He was not, to my knowledge, employed as a Superintendent. Lenzen seemed very anxious to have charge of the construction. We, the Board of Trustees, were anxious to secure the best building we could for the money, and especially desired to construct one public building inside of the appropriation which would be a credit to the Board and to the people of the State. At the first meeting, Lenzen agreed to superintend the construction for nothing, and after the Board adjourned we agreed among ourselves we would not forget him, and if possible, remunerate him, he seemed and talked so fair. Lenzen knew nothing of this. I think his claim amounted to two thousand seven hundred dollars; he accepted two thousand three hundred dollars as a final adjustment. He signed no receipt, but took our offer, and said he would see what he could do afterwards. I feared a lawsuit as the consequence. This was in April, eighteen hundred and seventy-one, and in June. I was appointed a member of the Executive Committee in March. On my return, I visited the

State Normal School, and found much dissatisfaction among the workmen. They thought they were to get a sufficient amount in scrip to make an equivalent to three dollars and fifty cents in coin. I authorized Mr. Weller to notify them that they were to get three dollars and fifty cents in scrip. The following Monday they struck, and we compromised by allowing the workmen four dollars per day in scrip, and the Clerk's salary was raised from one hundred dollars per month to one hundred and ten dollars. To the Superintendent, we formerly agreed to give two hundred dollars, but in consequence of the lack of funds and the depreciation of the scrip, we added thirty dollars per month to his salary, making it two hundred and thirty dollars. In June the building was in an exposed condition, and fearful that it would not be roofed before the rains came on, Ryland and myself called the workmen together and told them they must look to the State for their pay without any further increase. Dougherty received the same instructions in regard to furnishing lumber. We then had to purchase material from Henning upon the same terms; that is, have him purchase it at the best advantage without advertising for it. He agreed to furnish material from the first of March for an addition of one per cent. The same bargain was made with Campbell. We instructed the Superintendent to go to two mills in the city and get their lowest offer to do the mill work. We rejected both, and sent to the lowest bidder for a further reduction, which being complied with, we accepted their offer. My term of office as member of the Executive Committee expired about that time. Metcalf & McLellan were the names of the mill men with whom we contracted. The matter with Lenzen was settled by him accepting the compromise. He secured a warrant for the amount, and we took a receipt; that I remember. We paid up all bills as fast as they became due, while the money lasted, monthly. No preference was shown to any person who furnished material.

*By Mr. Silent*—Why was so much lumber on hand at once?

A.—Because we wished to secure sufficient to inclose the building before the rains came on.

*By Mr. Silent*—By whom was the last mill work awarded?

A.—By the Executive Committee.

*By Mr. Silent*—It was not paid for, was it?

A.—No; the funds had been exhausted.

*By Mr. Silent*—Were efforts made by the Executive Committee or the Board of Trustees to advertise for bids for material or for work to be performed?

A.—No; we made every effort we could by going to our friends and securing the most reasonable terms; we did everything to have the work performed economically.

*By Mr. Silent*—Was the Superintendent allowed to give out work and buy material as he saw fit?

A.—No; only in the mill work business was it left to him.

Q.—Was Lenzen informed of the investigation to be proceeded in against him?

A.—At the meeting at San Francisco, Lenzen was directed to be present at the subsequent meeting; at another meeting, when we expected him, he did not appear with the details, as we expected him.

Q.—When and by whom were builders or architects requested to inspect the plans or specifications?

A.—After the discharge of Lenzen, I think, the Executive Committee were instructed to employ a prominent builder to make an estimate of the cost of constructing the building according to the plans; Mr. King of San Francisco was the one applied to.

Q.—Were practical plumbers, tinnerns, painters, plasterers, etc., asked to make estimates in regard to their work upon the building?

A.—I do not know whether the Superintendent made such inquiries or not.

Q.—How came you to employ Reardon as Superintendent?

A.—Because after due inquiry we, or I, was satisfied he was the most competent and reliable man we could get.

Q.—What means did you take to determine this?

A.—I talked with men for whom Reardon had worked, examined buildings which he had erected, and investigated in every particular; and from what I heard and from what I saw I was satisfied he was competent and reliable, and fit for the position.

*By Mr. Silent*.—Did you ask competent mechanics in regard to his ability?

A.—No, I do not remember that I did particularly, though I might have done so.

*By Mr. Baird*.—In regard to the carving, do you know whether it was to be performed in wood or iron?

A.—Do not know which.

[The Act of the Legislature prescribing the duties of the Board of Trustees of the State Normal School was here read, and the witness asserted that the full letter of the law had been carried out, to the best of his knowledge.]

A.—At the first meeting of the Board of Trustees the minutes of the proceedings were recorded; I inspected them myself and have read them often; at every subsequent meeting the minutes were recorded and read.

Q.—Were any bills ever ordered paid for stationery or for advertising?

A.—I don't know whether such bills were paid or not; it is possible.

Q.—In what kind of a book were the minutes of the Board kept?

A.—In a very large blank book, in which the minutes of every meeting but one were kept.

## TESTIMONY OF O. P. FITZGERALD.

O. P. FITZGERALD SWORN:

Question.—Are you a member of the Board of Trustees of the State Normal School?

Answer.—I am.

Q.—What do you know about the concrete foundation?

A.—I can recollect that as the work progressed we found that the cost would far exceed the estimates made. My recollection is that the concrete and brickwork together, cost twenty thousand dollars.

Q.—We desire to get the cost of the concrete; can you give it, or do you know of any means of determining it?

A.—I think that information can be had of Weller and Reardon; they are better qualified to answer that. It was at my suggestion that Messrs. Wright & Saunders were applied to to make estimates upon two plans; one was by Lenzen, the other by Mr. Leonard. They had several

days—three or four—to look over them. I think I can recognize the plans which they inspected. There was a draft of the front elevation of the proposed building, and a very lengthy document accompanied the plan which I presume contained the specifications. In order to prevent any collusion, I carefully pasted the names of the architects over, so that no one could tell whose plans they were. They (Wright & Saunders) said that Lenzen's plan could be erected for fifty thousand dollars.

Q.—Where is the original document of those specifications now?

A.—I placed it in a drawer in my office. I was telegraphed to to bring with me all the documents relating to the State Normal School. I found the drawer locked, and was informed that Mr. Bolander, who is here, had brought them.

[Mr. Bolander being present, said he had found the documents, had brought them, and that they were on the table. It was found, recognized by Mr. Fitzgerald as the original explanation of designs by Lenzen, and on motion of Mr. McCullough, it was filed and marked by the Secretary as "Exhibit C."]

I did not feel willing to accept Mr. Lenzen's plan without consulting some one of acknowledged ability and being assured it would not cost too much. The design was a beautiful one and seemed too costly.

Q.—Was that estimate of Wright & Saunders given in writing?

A.—Yes, it was; it is here in this bundle of papers, and is indorsed on the back in blue ink by me. It is here, and reads thus:

We have carefully examined the plans and specifications of the State Normal School building, and have estimated the cost of a building to be erected according to plans in portfolio at fifty thousand dollars, and according to plans in frames, would cost seventy-five thousand dollars.

Respectfully,

WRIGHT & SAUNDERS,  
San Francisco.

*Indorsed:* Estimate of Wright & Saunders.

[By Mr. McCullough—As a builder, I assert that it is utterly preposterous that any architect could make a reliable estimate from such plans and specifications as those furnished to Wright & Saunders.]

Parties came to my office, and in consultation with me they led me to believe that Lenzen's plan would cost much over the estimate. I was determined to erect a proper building within the appropriation. I examined the plans and specifications carefully, but had no confidence in my own ability; but when Messrs. Wright & Saunders assured me that the erection of the building would cost inside of the appropriation, I felt assured. As the building progressed, I was convinced that there was a great mistake somewhere.

It was evident to me that there was an unfriendly feeling between Mr. Lenzen and Mr. Reardon; they did not seem to work well together. I was of the opinion that Lenzen had made a very serious mistake in his calculations, and impressed with this idea, I endeavored to secure the opinion of the best authority I could find; consequently, upon recommendation, I selected Mr. King as an expert above all others. I gave King the data of the original specifications, and requested Mr. King to testify as to what such a building should cost.

Q.—Do you mean from the commencement or from the time which you gave Mr. King the specifications?

A.—I mean from the first; the cost of a building according to the original plans.

Mr. King made his report to me, as Chairman of the Executive Committee, and in his report he stated that a building erected according to the plans would cost two hundred thousand dollars at least. After Mr. King had made his report, I was satisfied that the Board had not been unjust to Mr. Lenzen.

Q.—How do you account for the discrepancy between the estimates of Wright & Saunders and Mr. King?

A.—That is just what has worried me. I thought the details of the plan of Lenzen were extraordinarily clear—because they were so voluminous.

Q.—Have you ever read these specifications carefully?

A.—No; I never had the courage. Mr. King came up here at our request. He is in the habit of overseeing contracts, and is employed by the Bank of California and the Savings and Loan Society to assess the value of property. He was recommended to me as an expert in buildings, and such matters.

In reference to the minutes of the Board that Mr. Braly said were omitted, I wish to state, that by mistake they were recorded in the Book of the Board of Trustees, in which the meeting of the Executive Committee was recorded.

I obtained King's opinion shortly after Lenzen had been dismissed. He came down here to view the building at my suggestion. He did not inform me whether or not he had examined the specifications in extenso. About a week after he visited here he informed me as to his opinion. King has never received any compensation for his services. My opinion of Reardon's judgment was not shaken by his assertion that the building would cost one hundred and thirty thousand dollars. His first statement to me was that it would cost one hundred and fifty thousand dollars.

At first Lenzen said he would finish the building for seventy-five thousand dollars. I do not know that he subsequently offered to finish the building for one hundred and six thousand dollars; no such offer was ever made to the Board.

We were informed by the Superintendent that the painting must be done before the rainy season set in. At repeated meetings we were at a loss what to do; at last the plan as detailed by Mr. Braly, was adopted. The understanding was that Mr. Henning should supervise the painting and purchase the material. This was done at the instance of Braly and Weller, and I assented.

Q.—Did you ever tell any one you would procure him a contract or work?

A.—An acquaintance of mine represented himself as a superior grainer, and I promised him work if it could be procured. Afterwards I found he was not on speaking terms with Henning. I never informed him that it was on account of political reasons that he could not get a job. I never heard of Mr. Reardon before he was recommended to me; he was recommended to me by Dr. Bryant, Mr. January, and a great many other prominent and reliable men, who came to my house and interceded for him. Do not know that many of those persons who recommended Reardon were practical mechanics. There were other applicants, but none had so many influential friends as Reardon. I never was present at any meeting of the Executive Committee when they said that they needed no specifications.



THURSDAY, January 18th, 10 A. M.

# TESTIMONY OF A. B. ALVORD.

A. B. ALVORD sworn:

*By Mr. Silent*—Am a hardware merchant in San José; I had been spoken to long before the building was started, by one or two persons, in regard to furnishing hardware. There was a suggestion made, one of the Board of Trustees, asking whether or not I would give a percentage upon purchases made; I can't give the exact words. This member of the Board of Trustees inquired the price of certain articles, and incidentally mentioned that he received no salary, and that he wanted a percentage on his purchases.

Question—What did you say to this proposal?

Answer—I said I would be willing to give a percentage if the sales warranted it. I did not consider it out of the way. Nothing was said about ten per cent or any other percentage. Afterwards I furnished about five hundred dollars worth of material.

Q.—Is it not customary in large firms to give a person who furnishes a purchaser or contract a percentage?

A.—Yes, I know it is customary in some cases, but I never allowed the rule to govern me.

Q.—Who was the member of the Board of the Normal School Building Trustees who approached you thus?

A.—It was Mr. Weller. I did not give any percentage, and there was no demand for it. The amount was so small that it was not worth while. If I had given any percentage I don't know what it would have been; not ten per cent, for that was more than I could afford.

*By Mr. Weller*—Have I not been doing business with you for some time past?

A.—Yes.

Q.—Have I had any running account for some time?

A.—Yes.

Q.—Have I always paid my bills upon presentation?

A.—Yes.

Q.—In the settlement of my accounts, was there ever anything said by me regarding a percentage?

A.—No.

Q.—Is there any entry on your books for any credit other than the money I paid you?

A.—Not that I know of.

*By Mr. Baird or Mr. McCullough*—Is it customary in San Francisco to give those who present customers a percentage on the sales.

A.—In some cases it is.

Q.—Did you charge me any more for material furnished for the State Normal School building than you did others who would make like purchases?

A.—No, not until the funds gave out; then the prices were advanced in proportion to the time we expected we should have to wait for our pay.

*By Mr. Rankin*—Did you charge Mr. Weller any more for goods on account of the reported talk with him?

A.—No, I did not; I invariably charged him the usual price.

*By Mr. Silent*—Was the price charged to Weller the same as that charged to others?

A.—Yes.

Q.—What was the market price of nails in January, eighteen hundred and seventy-one?

A.—I cannot distinctly remember without referring to my books; but I think the best brands were selling at six dollars and fifty cents.

*By Mr. Weller*—Have you ever paid me any money or credited me with anything otherwise than for legitimate business?

A.—No, sir; never.

## TESTIMONY OF O. E. POMEROY.

O. E. POMEROY sworn:

*By Mr. Silent*—Where do you reside, and what is your occupation?

Answer—I reside in San José, and I am a hardware dealer

*By Mr. Silent*—State whether or not you have ever been approached in any manner by any member of the State Normal School Trustees; and if so, when?

A.—Weller once spoke to me about furnishing hardware before the foundation was laid; he told me a great deal of hardware would be purchased, and I might get the contract.

Q.—Did you ever get a contract, or did you ever supply Weller with material?

A.—A contract was to be let for nails, and I wrote to San Francisco to determine what they could be furnished for; but they were never furnished.

Q.—Was anything ever said to you by Mr. Weller, or any other member of the Board, in regard to a percentage to be paid for contracts?

A.—No, never; in the first conversation with Mr. Weller, he casually remarked that he received no pay; if I send a customer to a hardware house in San Francisco I expect and get a percentage on the sales.

Q.—Did you infer from his remark, that he got no pay, that he required a bonus or percentage?

A.—Yes; I so understood it.

*By Mr. Rankin*—Did he ask for a percentage, or did he, in common conversation, state that he received no pay?

A.—He merely stated that he received no pay; I have never furnished any material for the State Normal School building, nor have I made any arrangements.

## TESTIMONY OF WM. BORCHERS.

WM. BORCHERS sworn:

Am a painter by occupation; have been working on a farm lately; formerly worked on State Normal School building, in employ of Mr. Henning; Henning paid me three dollars per week and board; that was all I

received; I have been learning the trade in San Francisco; worked there seven or eight months for different employers.

Question—How much did you earn per week in San Francisco?

Answer—I got six dollars per week in San Francisco at first, and afterwards two dollars per day. I painted on the roof of the State Normal School building; put on the first coat; performed other work outside, not the first coat.

By Mr. Henning—Did you have any assistance; did not I oversee and direct you?

A.—Yes, I had assistance; and you directed me where and how to work.

Q.—Were you competent to do a day's work?

A.—Yes, I think I was.

## TESTIMONY OF P. REARDON.

P. REARDON sworn:

I am a carpenter, contractor, and builder, by occupation; have resided here in San José for twelve years; not all the time, but pretty much; I am now Superintendent of the State Normal School building; I obtained the position through the influence of friends; I was appointed September first, eighteen hundred and seventy; at first I did not have control; was partly under the control of the architect and the Executive Committee; in fact, I have been under the control of the Executive Committee at all times; I was influenced by the advice of the Executive Committee sometimes, at others not; I had the right to select the men employed; but the foreman was an experienced man, and I allowed him to select also.

Question—Then it was in your power to hire or discharge at discretion, was it?

Answer—Yes, sir.

Q.—How many men did you have under your control?

A.—About eighty; but the number varied.

Q.—You paid, or attended to the payment of the men?

A.—Yes, while issuing certificates for labor performed. I signed the certificates in connection with the clerk. The certificates designated the name of the party to whom they were given, the kind of labor performed, and the price, etc.

Q.—Did you have a copy of the lumber contract?

A.—Yes; the Executive Committee or Board of Trustees furnished me with a copy.

Q.—Where did you get the quality and quantity of lumber to be used?

A.—From the specifications.

Q.—[Specifications exhibited.] Are these the ones?

A.—Those are not all.

Q.—Did you in all cases use these specifications in the decorating?

A.—No; not all cases. The Executive Committee instructed me to use my discretion, and cut down expenses and ornamentation where I could. The timbers on the third floor are as large as those on the first, but in my opinion they had not ought to be; but we had to order our bill of lumber, and that lumber was on hand. The lumber was furnished as near as possible to the demand. Sometimes the exact kind

was not in the market. Some lumber was rejected by Mr. Lenzen. He and I consulted about it. A certain quality of mountain pine furnished was not included in specifications; it was sound and of good quality; some thirty-two thousand feet were rejected; afterward, we did use eighteen thousand feet of the lumber; fourteen thousand feet were delivered back to Dougherty, and he was charged for it by the clerk.

Q.—Give the cost of the concrete foundation.

A.—I can give the cost of the material and labor: one thousand five hundred and eighty-three yards of foundation cost two dollars and ninety-five cents per yard, or four thousand six hundred and sixty-nine dollars and eighty-five cents; this does not include the cost of excavating or the labor; the clerk has given the account for labor; that estimate included cost of lime, cement, and gravel.

Q.—What quality of lime was used?

A.—I regard it as a cheap, inferior quality, not as good as I should have selected: but I went according to specifications.

Q.—Is Guadalupe lime considered first quality?

A.—No, sir; it is not used as such; I showed the Executive Committee the lime and its effects; after two or three days it puffed up and appeared like ashes.

Q.—Did you bore down on the foundation to see the nature of the soil?

A.—Yes, I experimented some; found the foundation good; it was a hard clay; did not bore a great deal; I do not know the difference in the cost of a foundation of brick, rubble, or concrete; I have not figured on it; it was necessary, in my opinion, to put down concrete; it added to the strength of the building. The iron rods in the building are one and one-half inch; are about five feet apart; the plate on top is iron; the rods are bolted; on top the wallplate is continued all around the building.

Q.—Have you an estimate of the plastering?

A.—I had, but I have now forgotten what it was; I think there was between ten and eleven thousand yards of plastering; it was not to cost over fifty-five cents; there was an agreement, I believe, with Kneedler & Hulse to do the plastering, but it was never ratified; I believe the contract was to require Kneedler & Hulse to give security for the work at fifty-five cents per yard; I advised an advertisement for contract of plastering, or else the public would think something was wrong.

*By Mr. McCullough*—Had you details of window frames, cornices, door frames, etc., to go by?

A.—Yes, we did have; it was on a scale of one and a half inches to the foot; the carving was all in wood, excepting the leaves on the capitals, which were lead and galvanized iron; there are several patterns of window frame ornaments; a great saving could have been made if cast iron carvings had been used—about one fifth, I think; do not know whether the Executive Committee knew it or not; I asked the Executive Committee to let Mr. Powers do the carving, and I would be fully responsible that it would be satisfactory; there was no competition for carving.

Q.—What is this account for steaming window frames?

A.—That was not included in the contract with the mill men; they did their work at so much per foot; some work was performed before the contract was made; I told the Executive Committee I could make arrangements to run out this stuff by the foot, and I did so.

*By Mr. McCullough*—I see here an item in which thirty-five dollars each has been charged for steaming window frames?

A.—It must be an error, as no such charge was ever made, and no contract was ever made for such work.

*By Mr. McCullough*—Can you tell what the tinwork cost per square?

A.—I cannot tell; I know about the quantity of work; there was twenty-five hundred feet of galvanized pipe; this work was all put under one head with the tinning; all lumber was to be well seasoned for window frames and cornices; there was some green lumber sent to the building—a very little.

*By the Committee*—I have been engaged as a builder about eleven years; when Lenzen was Architect, I considered that I was Superintendent of work; I told some members of the Executive Committee that I had had a misunderstanding or difference of opinion with Lenzen, which caused a coolness between us, and that I wanted nothing to do with him.

Q.—Is it not the duty of a Superintendent to take orders from the architect?

A.—The Superintendent, as I understand it, takes the specifications and goes on; I am not a tinner, plumber, or painter; I had foremen of each of these departments; I received a salary of two hundred dollars per month; after funds gave out, I received two hundred and thirty dollars; carpenter foreman got six dollars per day; after the funds gave out it was increased to six dollars and a half; after the funds gave out and the strike had occurred, it was arranged that I should go on with fifteen men; Denman wanted me to clerk, but I utterly refused to have anything to do with it.

*By Chairman*—What, in your opinion, is the difference in the cost of construction of the building by awarding to the lowest bidder, or as it has been?

A.—I think a great deal of difference; I think the building could have been completed for one hundred and sixty-eight thousand dollars, by parties who would have given bonds; I told the Board of Trustees that I could build the house for that; if I had got the contract, I should have jewed everybody down to the lowest notch; I think the difference in eight and ten hours work per day is at least one fifth or one sixth; I commenced the work at ten hours, but received instructions from the State Superintendent of Public Instruction, O. P. Fitzgerald, that ten hours was not a legal day, and that I must work the men only eight hours; that is one reason the cost of the brickwork was so much more than was anticipated.

*By Chairman*—In your opinion, Mr. Reardon, as a builder and a man of practical experience, how much will it take to finish the building according to the specifications?

A.—In my opinion it will take sixty-six thousand dollars or seventy thousand dollars to complete the building; seventy thousand dollars will probably cover the whole; I will say here that we have done work on the building which was not contemplated at first, such as grading, sewerage, changing gas and water pipes, and more rooms have been constructed; in one instance nine rooms have been made out of three; and this also necessitated more plastering and extra gas fixtures.

Q.—What were these extra rooms constructed for?

A.—For the use of the Principal; I believe they were constructed at the instance of Dr. Lucky.

Q.—Is it customary to make dwelling apartments in State edifices?

A.—No, sir; not as far as my knowledge extends.

*By Mr. Silent*—Was your estimate of one hundred and sixty-eight thousand dollars, for which you said you would finish the building, made before or after Mr. Lenzen's dismissal?

A.—It was made about the time that Mr. King made his estimate; at the time the two years appropriation was exhausted.

Q.—Was not your estimate based on an estimate of bids from plumbers, painters, tinner, etc.?

A.—Yes; I received informal bids from practical mechanics; the bid for stair building was an informal one, and was six thousand dollars or seven thousand dollars; the gas-fitters and plumbers about six thousand five hundred dollars, for work; received a bid from tin and sheet iron workers; don't remember what it was; Mr. Wilson Campbell made the bid; I told him to make a bid as low as possible; I did not require a bid from any other tinner in town; all bidders I consulted were, I think, responsible men; I talked with Henning about the painting.

Q.—Have you examined the lime or plastering in the building?

A.—No; I did not employ the plasterers; saw some boys lathing, but for reasons of my own I took no notice of them, and cared not whether they put on a lath a day or not; I did not think they were lathers, and did not care; a bid of fifty-five cents covered all the lathing and plastering.

*By Mr. McCullough*—Did the stair bid include the outside stairs?

A.—Yes; I think it did.

Q.—How many barrels of lime and cement were used on the foundation?

A.—I think there were two thousand one hundred and sixty-six barrels of both.

Q.—How many cubic yards of concrete are there in the foundation?

A.—I believe about one thousand five hundred and thirty-three?

Q.—Would not that amount of lime and cement amount to more than one half of the whole wall?

A.—I don't know, I may have figured it wrong; the concrete wall is from three to five feet deep; Guadalupe lime was used, it cost one dollar and forty-five cents per barrel; its usual price was one dollar per barrel; but one party was furnishing it; I believe it was Pfister & Co., and but one bid could be had upon it; I don't know that it came from San Francisco. I made up my estimate for the foundation at two dollars and ninety-five cents; the concrete should consist of one half barrel of lime to the same amount of cement; it should have taken seven hundred and forty-one barrels of each to complete the foundation, counting one thousand four hundred and eighty-two barrels of lime and cement for the whole wall.

*By Mr. Silent*—Who superintended the mixing process?

A.—I did.

Q.—The books of the Secretary show that over two thousand barrels of lime and cement have been used; how do you account for that amount having been used to construct one thousand five hundred and eighty-three yards of foundation wall? was it possible to use that much?

A.—If I used it it was.

*By the Committee*—It is possible then for an expert to be mistaken at times

Q.—Who was your foreman?

A.—Mr. T. M. Lilley, a competent man, as all who know him will say.

Q.—Was all the lumber used inspected by you?

A.—Yes.

Q.—Was it all merchantable lumber?

A.—Yes, I am sure of it; I saw it all; but very little, if any, of the rejected lumber could have been used without my knowledge.

Q.—Were more men employed in September and October last than in the previous August?

A.—I cannot tell how many men were employed in August without referring to the books; I imagine that there were more in September and October. When the funds gave out I was instructed to go on with sixteen men. Men came to me who had worked on the building, and who had families, and I employed more than sixteen, but under instructions. Here are the books, they show that sixty-three men were employed.

*By Mr. Silent*—How much difference, in your opinion, would the change from the original plan make in the cost?

A.—I think about ten thousand dollars, as near as I can judge, in labor and material.

Q.—By whom were the piers for outside porches originated?

A.—By me.

Q.—Is it not a fact that they are four times larger than the original specifications or intentions?

A.—No, they are not.

Q.—Who laid out the work and directed the men?

A.—I laid out the work and directed the men, in all cases, and took pains to see that the work was performed according to the specifications.

Q.—Was there not some mistake in the making of the window frames in the rear of the building?

A.—Yes, there was an error; I placed confidence in one man to do the job, and he made a mistake, which was rectified without injury to the building; the caps to some few windows that have not been properly placed.

Q.—Are not the piers constructed wrong in some manner?

A.—Yes, I made a slight mistake in laying them out; since Lenzen's discharge the plans were altered or enlarged by me; the dirt to cover the piers has been furnished during the last three months.

Q.—How long have you been at work as a carpenter?

A.—About eleven years; I pretend to be a carpenter; served my time as a wagonmaker; quit that and went to carpentering; worked under Mr. Lilley, as a carpenter.

Q.—Is not Mr. Lilley a contractor for moving buildings?

A.—Yes; but he carried on the carpenter business also.

Q.—Are you an architect?

A.—No. I have studied and read a great deal on the subject, but I do not pretend to be an architect. I secured what knowledge I have from books.

Q.—Did the tinner use the same material called for in the specifications?

A.—Yes.

Q.—Where were the specifications kept?

A.—In the office at the building.

Q.—Did the workmen always have access to the specifications.

A.—Yes, at all times; and I frequently made it my business to read the specifications to the men.

Q.—By whom were the specifications furnished?

A.—By Mr. Lenzen. They were furnished from time to time, as we needed them.

Q.—Has he also furnished detailed drawings to accompany the specifications?

A.—No; I sent for them, but could not get them. I never went myself, for I was not on good terms with Lenzen.

Q.—Have you ever discharged men for political reasons, or for being Republicans?

A.—No; never hired or discharged a man for political reasons.

*By Mr. Silent*—Do you remember an assertion of that kind published in one of the city papers, the *Patriot*, wherein you were represented to have said that the Normal School was a Democratic institution, and you would run it as you please?

A.—No, sir. I had an interview with Murdock. He met me and asked me how my "serene highness" was; he said to me that I had discharged men for political reasons. I indignantly denied the accusation; told him why the men had been discharged, and perhaps got a little hot at his style of addressing me; and I denied that it was a Democratic institution, or that I ever said so.

*By Mr. McCullough*—Were not window braces cut away?

A.—Yes. I had a framing plan, but it was neglected, and it was made necessary to cut the braces, as I showed you.

Q.—Mr. Reardon, in regard to this question of politics, did you not employ Republicans and Democrats irrespective of party, and did you not have many Republicans in employ at all times?

A.—Yes. My foreman, Mr. Lilley, was a Republican, and has since been elected as a Republican to a county office—Assessor. I had many Republicans employed all the time. Subsequently to Mr. Lilley, I employed Mr. Bennett to oversee the work; told Bennett I could not grant him an increase of pay, but sometime before he quit his pay was increased.

Q.—Has all the lime charged on the books been received and used on the building?

A.—Yes, all of it.

## TESTIMONY OF THEODORE LENZEN.

THEODORE LENZEN SWORN:

I have resided in San José for the last eight years, since last September, the fifteenth, I think; am an architect by profession. I constructed the plan and drew up the specifications for the State Normal School building; received my position as architect from the State Board of Normal School Trustees. I was to receive one thousand dollars for the plan without the specifications; a plan was called for, but no specifications. The plan was a ground plan with front elevations. For that I was to get one thousand dollars.

Q.—Was there any other agreement between you and the Board of Trustees?

A.—Not special; but I expected some more remuneration.

Q.—How long were you officially employed as Architect?

A.—From September first, eighteen hundred and seventy, to about the



twenty-fifth of February, eighteen hundred and seventy-one—about six months; when I was discharged, I asked the Board or members what I was discharged for, and was informed that it was because my plans were too expensive; requesting further information, I received this letter [letter produced and read to committee]; when asked to give an approximate estimate of the probable cost of the building, I estimated it at eighty thousand dollars; that was the plan of the building, less the wings; they were to be constructed eventually, if necessary; that was the plan adopted.

Q.—The building has now cost near one hundred and eighty thousand dollars; how do you account for the discrepancy?

A.—I do not see many changes from my plan on the inside; a few more rooms have been added, which might make a difference of five thousand dollars; I estimated on ten hours per day for labor; my estimates were based on contract work by the piece.

Q.—How long were you Architect, and how much money was expended during the time?

A.—I was Architect for six months, and during that time fifty-two thousand eight hundred and ninety-five or fifty-three thousand dollars were expended; when I left, the foundation was laid, the basement was all up, and the frame was partly up, and all the lumber for the frame was on the ground.

Q.—How much more money would have finished the building then?

A.—I had made no estimate at the time.

Q.—Your estimate was eighty-seven thousand dollars; according to that you would have had to finish it with twenty-seven thousand dollars, or thereabouts?

A.—Originally, I had an understanding with the Board of Trustees in regard to the concrete wall, which was to have been one foot above and below; but after I examined the site it had to be extended and made wider; this, and changes in the basement, involved extra cost of about nine thousand dollars.

Q.—Have you passed through the building lately?

A.—Yes; but did not examine critically.

Q.—In passing through, could you determine whether or not your plans had been carried out?

A.—As far as I could judge, in the principal features they had.

Q.—How much lumber did you estimate it would take for the building?

A.—I estimated upon between one million and one million one hundred thousand feet, but think that more lumber has been used than I planned for; I estimated the lumber to cost twenty-three or twenty-five dollars per thousand; I expected to get the very best quality for that price; some would have cost less and some more, but twenty-five dollars per thousand I calculated would be the average price of all to be used in the building.

*By Mr. McCullough*—Where were you born?

A.—In Germany; I studied architecture in Germany; I came to California in June, eighteen hundred and sixty-one; came to San Francisco; at first could not get employment at my profession; took contracts for about a year; have been here about eight years.

Q.—What is the extent of your experience in erecting buildings?

A.—I have erected buildings in this vicinity aggregating a cost of one million dollars; can't tell how many buildings; among them were the Santa Clara College, the Auzerais House, Engine House, Bank building, and many others.

Q.—Did you give estimates on these?

A.—On some I did.

Q.—Did your estimates ever overrun?

A.—Sometimes the cost of erections were over my estimates on account of additions and changes from original plan; one building costing thirty-five thousand six hundred dollars, came within thirteen dollars of my estimate; the Engine House came within my estimate; did not make estimates on Santa Clara College and Auzerais House; one building, corner of Santa Clara and Market streets, overrun the estimate I made.

*By Mr. McCullough*—If you was an architect and builder, could you make an estimate of the cost from these specifications?

A.—I could approximate the cost; this specification does not estimate painting, plastering, etc.; it specifies no quality of material, but it is in general terms, which every architect should understand and be able to judge from.

*By Mr. McCullough*—Were these plans of the Normal School building original with you?

A.—Yes, I never saw a similar plan to my knowledge.

Q.—Did you ever see this before? [Showing plan of front elevation of a large building.]

A.—No, never that I know of.

Q.—Did you ever see these? [Showing others.]

A.—No, never in my life.

Q.—What was the extra work on the foundation that you spoke of?

A.—[Showing details.] The large wall was enlarged one foot, small wall six inches; large wall was three feet, thought three-foot base was not large enough for a building of that size on such soil.

Q.—Did you examine the ground before you made the plan?

A.—No; I did not know the nature of it until afterwards; I added one foot to the concrete and more to the brick wall, (explains plan to Mr. McCullough); I have made no estimate of the cost of the omission; I added to the height and width of the foundation by instructions from the Board of Trustees; we got down to water and soft soil, which necessitated the change; there were other extra costs to the basement; the doors and window frames had to be replaced; floor timber was taken out to accord with the specifications; redwood flooring timber was specified; the best quality of flooring timber is Puget Sound or Oregon pine; mountain fir is the best in this section; it is not always convenient to procure the best quality. In my estimates I was much hurried by the demand for the plans, and I made rough estimates; I estimated the concrete by the experiences of another contract, which was about five dollars per cubic yard. I recommended the lime used in the concrete for the foundation. My estimates on painting, and plumbing, and gas-fitting, were rough ones; I did not make an estimate of the plastering; on the brickwork, I estimated brick at eight dollars per thousand and the labor and material at five dollars, making thirteen dollars per thousand complete. I do not remember what were my separate estimates; as I said before, these estimates were made hurriedly, and were approximates as near as I could give. These specifications marked "B," were drawn up and given to the Superintendent February thirteenth, eighteen hundred and seventy-one; other specifications were furnished at the time. I based my lumber estimates upon one million feet, at twenty-three dollars per thousand; I am not aware what opportunities Mr. King had for making his estimates; I did not see him when he was here,

but I heard he was here or that he had been here; it was after I was dismissed that he came here; although I made the estimates of the lumber at twenty-three dollars at first, calculating it could be brought from San Francisco by way of Alviso; I afterwards changed it to twenty-five dollars, as I found that it must come by rail, which increased the price. I think I have the cost of the concrete and brickwork here; the total cost of the brickwork, concrete, and basement, as now built, was eighteen thousand seven hundred and seven dollars. [Secretary here read the bill of items, showing the cost of different materials, etc., amounting to eighteen thousand two hundred and seventy dollars and forty-five cents, and another item of four hundred and thirty-seven dollars, making a total of eighteen thousand seven hundred and seven dollars and forty-five cents as the cost of the basement.] It differs twenty per cent from my estimate in the cost of brick, and ninety-four per cent in labor.

Q.—Why was there such a marked difference in the labor estimate?

A.—During the time I was employed I saw men who were employed laying around doing nothing. The greater portion of the increase is in the labor item, and some in material; most of the material was put in according to specifications.

*By Mr. McCullough*—Is not the same size of timbers used in the third story as in the lower ones?

A.—We required heavy timber in the third story on account of the great span, and to make the exhibition hall secure under the weight of a large audience.

Q.—You appear to be referring to the joist; I do not mean them.

A.—There are main beams, corner posts, etc., which are the same size through the building, as I think necessarily.

Q.—Whose mistake was that of the window-frame braces?

A.—That was mine; the Superintendent has made mistakes also, in the framing, from time to time, and has acknowledged it.

Q.—How wide is the widest span?

A.—I think it is thirty-four feet.

*By Mr. McCullough*—I see some joist here marked "three by twenty-four," were they put in?

A.—Yes.

Q.—Do you know how much weight such a floor should sustain?

A.—Yes; that floor will hold three times the weight that will ever be placed upon it, but I put them in to stop any spring to the floor.

Q.—Do you know the size of the joist we use in school houses in San Francisco?

A.—No; I have used smaller joist in less span, and have been notified that the floor sprang too much.

Q.—From whom did you first learn that the State Normal School was to be built?

A.—From Mr. Weller; I worked on the plan before it was located here, because I formed an idea of competing for the supply of the design. A short time before the plan was awarded I asked one of the Board of Trustees to inform me when the award was to be made.

Q.—Did you ever see or hear of an advertisement for designs?

A.—No; I do not think there was any; I received my information from Mr. Weller, and by letter from one of the Board; Weller told me the Board would pay one thousand dollars for a plan, but did not require specifications; the building was to cost eighty thousand dollars.

Q.—What would you give bonds to complete such a building for?

A.—I would have given satisfactory bonds to finish and complete such a building for one hundred and twenty thousand dollars; if I could have my own way I could do it.

Q.—Would you have taken it at that under the eight-hour system?

A.—Yes; I would have taken it the same; I never make any difference in my calculations.

#### AFTERNOON SESSION.

#### LENZEN'S TESTIMONY CONTINUED.

*By Mr. McCullough*—Do you know how many proposals there were to furnish lumber?

A.—I heard of three, in four envelopes marked "bids;" one contained a letter; the contract was awarded to the firm of W. P. Dougherty & Co., of this city, for a certain kind of lumber.

Q.—Were bids advertised for the other kind?

A.—No, I think not.

Q.—What was the quality of the lumber furnished that was not bid for?

A.—I do not know.

Q.—Did other San José dealers besides Dougherty bid?

A.—No, I think not, although there were other firms competent to fill the bill; the other two bids, I believe, came from San Francisco, from Hansen & Ackerman and H. C. Morrill.

Q.—Is there any other firm dealing in redwood in San José?

A.—No.

Q.—You say you were employed as Architect at the Santa Clara College, how long did you hold that position?

A.—For thirteen months.

*Chairman*—I object to this line of questioning; it takes up our time and has nothing to do with our investigation.

*Mr. McCullough*—It has been proved that he was employed as Architect in Santa Clara College; there are certain facts I wish to arrive at, and can, if permitted.

Submitted to vote, and questions permitted to be asked.

*By Mr. McCullough*—Who employed you as Architect in Santa Clara?

A.—Mr. McKidney employed me; he is here; McKidney has been a contractor in San Francisco; at the time he employed me he was carrying on contracts in San Francisco for the same institution.

Q.—Do you know, of your own knowledge, of any person or persons who have committed any frauds in connection with the State Normal School Building?

A.—I do not know of any; but that is just what I desire to find out—that is why I called for this investigation; if I was positive that frauds had been committed, I would say so.

Q.—Have you directly or indirectly stated that frauds have been committed?

A.—I have said that it has necessarily cost more than it ought to.

Q.—If it has necessarily cost more, there can be nothing wrong, can there? or how could it have been avoided?

A.—I mean there has been an unnecessary cost in the manner in which the thing has been managed.

Q.—Do you know of your own knowledge of any frauds having been committed, directly or indirectly?

A.—No.

Q.—Did you hear Mr. Reardon's testimony?

A.—No; I was out a portion of the time.

Q.—Do you think there was a necessity for a clerk when there were only fifteen men employed?

A.—I do not think there was any necessity for a clerk at all; but as for all the work Reardon did, he could have kept the time himself and the other accounts.

Q.—Who employed the clerk?

A.—The Board; I did not make any estimate for a clerk or a superintendent.

*By Mr. Silent*—At the time the brick were purchased, what were brick worth in the market?

A.—At that time I could get all the brick I wanted at eight dollars per thousand.

Q.—What was lime worth?

A.—Guadalupe lime was worth one dollar per barrel.

*By Chairman*—Explain how you came to your conclusion that Dougherty's bid for lumber was not the lowest on an average?

A.—I made it from the bids received by the Board, from Dougherty of San José, Ackerman & Co. and H. C. Morrill, of San Francisco; I have the bills here, which I will read:

No. of bid.	Articles.	NAMES OF BIDDERS AND AM'T BID.		
		Dougherty.	Hansen & Ackerman.	H. C. Morrill.
1	Best quality Oregon pine flooring, four inches wide, per M...	\$37 50	\$35 00	\$40 00
2	Best quality Oregon pine flooring, four inches wide, with perpendicular grain when laid....	49 50	50 00	50 00
4	Best quality Oregon pine framing lumber, common sizes and lengths.....	23 75	23 50	23 50
3	Best quality Oregon pine framing lumber, extra sizes and lengths.	26 00	26 00	27 50
5	Best redwood framing lumber....	24 00	25 00	25 00
6	Best quality redwood flooring....	38 00	38 50	38 00
8	Best quality redwood, not dressed, extra.....	36 00	33 00	33 00
7	Best quality redwood flooring, and surfaced .....	32 00	36 00	36 00
9	Best quality redwood flooring, not surfaced, and clear extra...	38 00	38 00	40 00

I made my calculations on one million feet of the kind and quality desired, respectively, and computed that the bid accepted was eight hundred dollars higher than the lowest.

Q.—Who told you that no specifications were needed?

A.—Mr. Weller told me no specifications would be needed; afterwards the Board instructed me to make them; I charged for them, but the Board would not allow it.

Q.—In your lumber estimates, did you include extra sawing by the mill men?

A.—There was no extra sawing; I thought other advertisements would be put in the papers for mill work.

Mr. Silent—Mr. Lenzen would like to make his statement before the committee.

The Chairman—Go on Mr. Lenzen; make it as brief as possible, unless you can reveal something important.

By Mr. Rankin—Allow me to ask first, Mr. Lenzen, if, as you say, there were other parties here who could furnish lumber as cheap as Mr. Dougherty, why did they not bid?

Mr. Lenzen—I suppose they thought it would be of no use. One bid was received that the committee said was no bid.

The committee discussed the question of Lenzen's reliability in making estimates.

Mr. Rankin argued that it had been proven that it was customary for Lenzen to under-estimate; and his estimate on the State Normal School was as likely to be unreliable as any of the others.

Mr. Boekins thought if he would commit an error in one instance he would in another.

Mr. Rankin said that Lenzen had instigated this prosecution or investigation to clear himself; that he stood there in the light of a prosecutor, and was, therefore, liable to be partial in his own favor. We wish to prove that in such matters as estimates he is unreliable.

The Committee debated upon the course of proceedings; and the Chairman said, in regard to the cost over the estimates, it was a matter in the hands of the Executive Committee. This Committee was here to detect fraud or corruption, if any existed.

Mr. Baird stated that if the committee were going to examine Mr. Lenzen as an expert, it would be necessary for him to prove first that he is an expert; or, if we are to examine an expert, we must get one in whom the people have confidence. The position Mr. Lenzen occupies is not one to inspire confidence in his impartiality or ability. Mr. Rankin suggested that this investigation is a very important matter to the Board of Trustees. Lenzen is in the place of a prosecuting witness, and in ordinary evidence his testimony would be partial, and should be allowed the opportunity of rebuttal. If he has been in the habit, from time to time, of making mistakes on his estimates, he must prove that he did not do so in this case, or we should be allowed to prove he has.

Mr. Silent—As far as Lenzen's testimony is taken for granted, we care but little what the committee conclude, for we are prepared to prove conclusively that the building could have been constructed far cheaper in all departments.

Chair—Mr. Lenzen will now make his statement.

Mr. Lenzen—Many times when the building was under my charge I objected to certain material. The brick were not according to the specifications, and I repeatedly ordered the Superintendent to reject any material that was not according to specifications. Some of the lumber

was of a poor quality, and I went to Mr. Dougherty and told him such lumber would not do. The Superintendent promised to have it all collected and sent back, but he did not do so. When I showed the lumber to Dougherty, and told him it would not do, he acquiesced. The Superintendent came up at the time and said that I had nothing to do with it, and abused me so that Dougherty got out of his buggy and told Reardon to keep quiet, and that he wanted Reardon and myself to act in harmony and together, and he would purchase each of us a suit of clothes. I said nothing to the remark of Dougherty. Reardon told me that I came around the building too often; that I had no business there, and that I was not competent, and other remarks of that nature. I did not go out of the line of my business, and some of the lumber I had condemned went into the building; and I had at least one fourth of the basement floor joist taken out and new lumber put in. A short time after, I saw other bad lumber arrive, or lumber that was not according to the specifications. A party came to me and asked of me if such lumber was according to specifications. I said it made no difference whether it was or not, for if I rejected it, it would go into the building all the same. I told the foreman that such lumber was not fit to use; he told the Superintendent what I had said, and he denied my statement. Shortly after, the contractor, Mr. Dougherty, came to my office and told me the lumber was just as good as any, and that I must put it in. I told him that I had no authority to use lumber that was not according to the specifications. Well, he asked me for a letter to the Board concerning the matter. The Board met in this town, at the Auzerais House, November fourth, eighteen hundred and seventy. Mr. Denman asked me if there was any lumber in the building not according to the specifications. I said no, but that there was some outside. Denman asked me if it was not fit to use, and I told him no. Afterwards I sent a letter to the Board representing facts. They said they never received the letter. Mr. Fitzgerald asked me what the letter contained. I explained to him that the bad lumber was being used against my expressed orders to the contrary. The Board passed a resolution to accept such lumber as was good and reject the other, and employed me to pick it out, but I did not do so until I had received written instructions to that effect, but the lumber went into the building anyhow.

Q.—What kind of lumber was it?

A.—All kinds; mostly joist; some was good; but it was all used.

Q.—What was the defect about it?

A.—It was rotten, and otherwise defective; there were some pieces thirty-feet long; ten feet were cut off and put in the refuse. I do not know what became of it. There is some pretty good lumber in the stairs, but there is also rotten lumber in the building, and if the committee will go with me I can show it.

Q.—This is something important. Do you say that you can show it to us?

A.—Yes; I can.

*Member of Committee*—I move that we inspect the building.

*Chairman*—We will do so. Proceed, Mr. Lenzen.

*Mr. Lenzen*—On the eighteenth of February, eighteen hundred and seventy-one, a meeting of the Board was held that I was not aware of at the time, and at that meeting they passed resolutions dismissing me. I first heard of it on the streets. On the twenty-fifth, I received a letter dated the twenty-third, informing me of the fact. A month later I proceeded to San Francisco, and my attorney, Mr. Spencer, went with me and pro-

sented my bill, which the Board would not allow. While we were debating, Governor Haight came in, and he said that if the Board had not gone according to the record they had done wrong. The record showed that I was to be allowed one thousand dollars for my plans. They curtailed so much of my bill that it left me nothing but one thousand dollars, which I would not accept. A short time afterward, a meeting was held in this building. The Board insisted that I should accept the terms as they had fixed them. I told them they had me cornered, and I had no other recourse, and that I would take what I could get then, and see what I could do afterwards. Their bill footed two thousand and fifty-seven dollars, and Mr. Ryland moved to make it two thousand two hundred dollars, which was done. Five hundred dollars of this I had received, and they promised I should be paid the remaining seventeen hundred before any one else; but they never complied with their promise, as others that I know of received money after that, while mine has never been paid.

Q.—Has Spencer acted as your attorney in this matter?

A.—Yes, he has done so; but he is not now. Some time before going to the Legislature he told me that his public duties would occupy all his time, and since that I have employed Silent & Herrington.

Q.—Did you employ Mr. Silent in this investigation?

A.—Yes; he is my attorney to protect me—to protect my interests.

Q.—Did Mr. Dougherty attempt by bribes to induce you to accept bad lumber?

A.—I answer in this way: At the time I drew up the specifications Dougherty came to my office and asked me to make the time as short as possible, so that he would have some advantage over others; I refused to do so.

Q.—Did Dougherty approach you in any manner in order to induce you to accept bad or rejected lumber?

A.—He did so, as far as regards the lumber that was brought there by mistake.

Q.—In what manner did he use corrupt means?

A.—He did not use corrupt means or bribes, but he requested me to use such lumber as was not specified, if it was good; if it could be done without injury to the building.

Q.—Did he offer any bribe to effect this?

A.—No.

Q.—Did he ever, to your knowledge, present improper bills?

A.—No, not to my knowledge.

Q.—Has Reardon ever, that you know of, accepted bribes, or in any manner used his influence to the detriment of the building?

A.—No, not that I know of. In regard to Reardon, I have found that he could not always explain the details of the plans, and that he accepted lumber which was not according to the specifications. I found that the men under him did not always do their duty. He allowed the employers to speculate upon the salaries of the men when he should not have done so.

Q.—Do you know that to be a fact from your own knowledge?

A.—No, I had it from the men and from the books.

*By the Chair*—The witness will confine himself to what he knows, and not to hearsay.

I know that he gave contracts and work to favorites. I refer to the painting, tinning, galvanized iron work, plumbing, and gasfitting, etc.



*By Mr. McCullough*—Can you give the names of some of the parties on whom the foremen speculated?

A.—I mention the painters—Henning and McKee's men: one William Borchers; Burdett, a tinner; Charles Whipple, painter; Owen Connolly, tinner; and others I can produce.

### TESTIMONY OF P. C. COOK.

P. C. Cook sworn, deposes:

I am a contractor and builder; have been in the business for the last fifteen years; I am here about thirteen years. Last Spring I made estimates or approximates of the cost of building the State Normal School.

Question—From what did you form your estimates?

Answer—I made my calculations from the front elevation; had no details or full specifications.

*Mr. McCullough*—I object to his testimony; it is not worth a pin. It is not possible for any human being to form a correct estimate without specifications in full, comprehending all branches of work.

*Chairman*—I think other testimony of the same kind has been admitted.

*Mr. McCullough*—It don't amount to a pin, because he had no specifications.

*Mr. Silent*—I have never talked with Mr. Cook upon the subject, but I understood that he had made estimates and was willing to testify.

*Mr. Lenzen*—I will explain, that the Board of Trustees ordered me to select a competent man to make an estimate. I selected Mr. Cook, and the Board selected Mr. King. They were both to estimate upon the same plan as that used by Saunders & Wright. Mr. King, however, took another course.

The Committee ordered Mr. Cook to proceed.

*Mr. Cook*—Mr. Lenzen told me he was authorized to request me to make estimates, and I submitted a report. I had the front elevation, the lower floor plans, and short explanations, to work upon. There were no specifications regarding the size of the lumber or the quality of the work. I never was at the building but once. I referred to the plans and estimated the same as if the building had never been commenced.

Q.—What was your estimate?

A.—My estimate was that the building could be completed for ninety-eight thousand six hundred and ninety-seven dollars. I got at that sum total by getting the dimensions of foundation walls, estimating quality of material and quantity, and labor. It was to have been well done. I made such estimates as I would upon a contract, and made due allowances for contingencies.

Q.—How long have you lived here?

A.—Thirteen years; am not a man of property?

Q.—As an experienced builder, would you take a contract to construct a building like the Normal School building, and give bonds for its completion, without specifications, for the sum of ninety-eight thousand six hundred and ninety-seven dollars?

A.—No, sir; I would not undertake to construct any building without specifications.

## TESTIMONY OF J. H. GORDON.

J. H. GORDON sworn, deposes:

Am a practical plumber; have been for the last thirteen years; worked in San Francisco upon many prominent buildings, among which are the Lick House; the rough work; I made an estimate of the cost of the plumbing and gasfitting upon the State Normal School building.

Q.—Are these the specifications which you figured upon?

A.—Yes, I think these are the same; I can tell by careful examination. Yes, they are the ones.

[Letter handed to witness.]

Q.—Is this a letter written by you?

[Examines letter.]

A.—Yes, this is my letter which I sent to Reardon, estimating the plumbing and gasfitting on the building at six thousand three hundred dollars.

By Mr. McCullough—Are you a man of property?

A.—No.

Q.—Would you be willing to take the contract at that price and give bonds for a faithful performance of the work?

A.—I so stated, and I believe I could get men to go on my bonds.

By Mr. Silent—How much more will it take to complete the building now—I mean the gasfitting and plumbing? We propose to show that over eleven thousand dollars have already been expended, and the work is not near complete.

A.—Well, I do not know; I don't consider the work half finished.

By Mr. Silent—From whom did you get the specifications?

A.—From Mr. Reardon; [specifications shown;] these are the ones. According to my estimate, I could do the work for less than one half of what it will now cost.

By Mr. McCullough—Have you your estimates yet?

A.—Yes; I have them in full in my book. I can procure them and show upon what I based my estimates.

[Mr. Gordon was instructed to procure his books.]

## TESTIMONY OF MR. HAWKINS.

Mr. HAWKINS sworn, deposed:

I am one of the firm of Hawkins & McNally, of San Francisco. I took the contract to do the plumbing and gasfitting on the State Normal School building, and to supply the material and labor. I furnished everything used. For lead pipe we charged fifteen cents per pound. By order of the Board of Trustees, we charged ten per cent over the San Francisco price on iron pipe; for sheet lead, we charged fifteen cents per pound. The cost of the material used thus far has been five thousand eight hundred dollars. The cost of labor is the difference between that and eleven thousand eight hundred dollars.

I have performed much work not contained in the specifications. It is utterly impossible to do the work for six thousand dollars. It

cannot be done at that price without great loss to the contractor. Men in the plumbing business have often bought material of us, and have underbid us on a contract and became bankrupt in consequence. The lead pipe has been furnished at San José cash prices. We commenced work in July last, but have never received a dollar in payment. We charged the State the same price for labor as we charge parties in San Francisco for cash. An examination of our bills will show how much lead pipe and iron pipe has been used. Sheet lead at the San Francisco lead works is eleven or eleven and a half cents per pound; the San Francisco price is thirteen cents; our commission of ten per cent makes it fourteen and three fourths cents; transportation makes it worth fifteen cents here, which is a fair price. No plumber could take the contract at ten thousand dollars—buy the material, hire labor—the bare idea is preposterous. There are thirty-seven water closets, and about forty wash bowls in the building; no bath tubs that I know of. The three-inch pipe spoken of by Gordon is the main supply pipe for gas and water.

*By Mr. Silent*—Where is the waste material now?

A.—It is still in the building; but there was very little waste, as our foreman sent for just such material as he needed, having measured the exact length wanted.

I will assert that there is no better work done in any institution or building in the State. The water closets and wash bowls are not finished. The whole amount of labor and material, to date, has been rendered in bills. The three-inch pipe, of which there are three or four hundred feet, cost one dollar and thirty cents per foot. Gordon's bid would be over five hundred dollars more on that item alone, besides the work of putting it up.

Q.—How did you come to get the contract?

A.—I spoke to Mr. Denman and to Mr. Fitzgerald. I did not make a bid; I told them I would do the work well at the lowest price, and would warrant it. My house has been used to taking very large jobs.

Q.—How much per day have you paid your men?

A.—I paid Thomas Gallagher two dollars and fifty cents per day; P. Stewart, my foreman, received four dollars and fifty cents per day; M. O'Brien received four dollars; D. Hogan, four dollars; E. K. Bradford, three dollars; James Fogarthy received three dollars and fifty cents or four dollars, I forget which. We averaged the time of the helpers and gave them six dollars per week. Helpers are not continually employed, and get from five to ten dollars per week in the city; here we averaged the time, as I have stated, and put it at about six dollars per week. I do not think they were idle here. I have paid them at times when they were. In San Francisco, the usual price for a plumber and helper is nine dollars per day; six dollars for a plumber and three dollars for a helper. All the material used has been furnished at San Francisco cash prices, with ten per cent added, according to agreement with the Board of Trustees. We charged the State nine dollars per day for a plumber and helper.

Q.—Did you have any direct or indirect understanding with the Board of Trustees, or with any member thereof, by which they were to receive any share of the profit?

A.—No; none whatever.

Q.—Did you have any arrangement with Reardon, by which he was to receive any sum whatever?

A.—No. When we sent any material we sent a bill along with it, and it was tallied here. I have endeavored at times to sell my certificates

at eighty cents, but could not; and if I knew at first what I have since experienced, I would not have taken the job at all. It is not customary for contractors to make arrangements with their men. I experienced great difficulty in securing men to come down here. In hiring helpers to work by the day it is customary to charge more for a man than he receives. It is customary with all firms. I made no difference between plumbers and gasfitters. I made the contract with Mr. Fitzgerald and Mr. Denman. For the past three or four months we have had nothing but plumbers at work; no gasfitters. My foreman, Mr. Stewart, had charge of the work. I don't know how many days the plumbers have worked. The books will show. There are about three miles of pipe in the building. The gas pipe is from a half inch to three inches.

Q.—What is the diameter of the soil pipe?

A.—It is six inches, and is the heaviest in use in the State. Mr. Gordon's idea that the work is only half done is ludicrous. I consider it four-fifths done. Everything is all ready to put in—slabs, basins, fancets, etc. There is a large proportion of iron pipe in the building. I have charged from three to five per cent for it in advance of cost, and some is furnished at less than cost.

Q.—Did your firm do the job on D. O. Mills' house.

A.—Yes; we furnished labor and solder; Mills boarded our men. We charge nine dollars per day for plumbers and helpers; it is customary. Our firm has had the largest contracts in the State. We did the work on the Oakland City Hall, the Occidental Hotel, the building adjoining the Cosmopolitan, the Deaf and Dumb Asylum, and many others.

Q.—How were those jobs performed; by special contract?

A.—Some were and some were not done by special contract.

*By the Chairman*—Supposing this job was let out by contract, what could a plumber have taken it for, for cash at sixty days?

A.—I cannot answer without estimating; but I think about double Mr. Gordon's figures, or twelve thousand dollars.

Q.—Have you dealt with the State the same that you would with a private individual; have you taken no advantage?

A.—In all instances we have charged the same that we would to a private individual.

*By Mr. Silent*—From whom did you receive the orders for material?

A.—From my foreman.

*By Mr. Silent*—How much waste material is on hand?

A.—I do not know; I have not examined; but I told Mr. Reardon that any material not used we would take back.

Q.—Have you employed the helpers for the same number of days that you have the plumbers and gasfitters?

A.—Yes, pretty much; a plumber always has a helper.

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### MR. GORDON RECALLED.

Mr. Gordon appeared and read over to the committee, in detail, the items of his bids on the plumbing contract; and estimated the amount of work done and material up to the present time at five thousand and forty-eight dollars, and thought that there was about eight hundred dollars worth of material on hand now.

Q.—If you commenced now to finish the work, how much should you consider is already done?

A.—About one half.

Q.—Has there not been a great deal of extra work done since you figured on the job?

A.—Yes, I think there has.

By Mr. Rankin—If you estimate that one half of the work, as it is now performed, is worth five thousand dollars, how could you do the whole for a little over six thousand dollars, without serious loss?

A.—There is a great deal of material on hand; [to Mr. Hawkins] I suppose those crates contain basins and slabs?

Mr. Hawkins—No, they do not.

Well, I figured on one thousand dollars worth of material on hand; and I think there would be a difference of twelve per cent on contract and day work, and I could furnish the lead and pipe at a much less price.

Q.—Can you give the weights of the lead pipe, as you figured it?

A.—Yes, if I have time; five-inch soil pipe, six pounds to the foot, eighty-three feet; one hundred and forty feet of six-inch pipe, seven pounds to the foot; sixty-six feet of seven-inch pipe, eight pounds to the foot; two-inch B lead pipe, two hundred and twenty feet—don't know the weight; one and a half inch T pipe, one hundred and forty feet.

Adjourned.

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FRIDAY, January 19th.

MORNING SESSION.

TESTIMONY OF H. N. BOLANDER.

H. N. BOLANDER, being duly sworn, deposes and says:

Am Superintendent of Public Instruction, and am ex officio a member of the Board of Trustees of the State Normal School; I have charge of the minutes of the Board; I have delivered to this committee all the books, papers, etc., which I know of as connected with the office; I recognize the book in the hand of Mr. Mott; in the minute book I have skipped two pages, which I left blank to show where I commenced; I can give no information in regard to the books; the building must speak for itself; I will simply say that the books are as I found them; I pass no opinion in regard to the way affairs have been managed, and make no charges of bribery or corruption.

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J. H. GORDON RECALLED.

The work already performed on the State Normal School building I should consider about half of what is necessary, and to be worth five thousand and forty-eight dollars. It will cost as much more to complete it. The gasfitting is nearly completed. The five thousand and forty-eight dollars includes gasfitting and plumbing. I estimate that there is over three thousand feet of gaspipe in the building. There is

about one thousand feet of pipe there now to be used. I did not estimate for pipe to be used outside of the building. If it was included in the original specifications I should have estimated upon it. There are always extras put in that the specifications do not show. I never saw a better or fairer specification than was presented to me to estimate from. My work on the Lick House was day work. In doing plumbing work by the day, plumbers are liable to use more material in wiping joints, etc., than if it was contract work. The difference between contract and day work is ten or twelve per cent, in my opinion. In my estimate, I estimated at six thousand three hundred dollars, but did not propose to work eight hours per day, but ten. I was very anxious to get the job, and figured low.

*By Mr. Rankin*—Could you have taken the job and completed it without receiving pay from the State as you went along? Could you have waited as Mr. Hawkins has done?

A.—Yes, I could, and could have given security to do it. I have taken a great many jobs to do.

*By Mr. Silent*—How much difference would the three-inch pipe make in your bid?

A.—Five hundred dollars. I acknowledge an error in computing the cost of sheet lead of one hundred and sixty dollars.

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#### MR. HAWKINS RECALLED.

Mr. Hawkins stated that when the committee adjourned last night he had made some estimates of the amount of material which had been furnished by him, and they varied very much from Gordon's estimates. His estimates of lead pipe call for fifteen thousand one hundred and fifteen pounds. We have furnished nineteen thousand one hundred and fifty-four pounds—an excess used over his calculation of four thousand and thirty-nine pounds. He acknowledged an error of one hundred and sixty dollars in sheet lead. Gordon estimated for two hundred and fifty pounds of solder. We have expended one thousand two hundred and fifty pounds. Gordon estimated for three thousand one hundred feet of gaspipe. We have put in the building five thousand six hundred and thirty-two feet, showing a difference of two thousand five hundred and thirty-two feet. He estimated on two hundred and eighty-one feet of galvanized pipe, whereas we have put in one thousand one hundred and seventy-eight feet—an excess over his estimate of eight hundred and ninety-eight feet. Gordon estimated for twenty-six stop-cocks. We have put in forty-three. We have put in numerous things he has not estimated upon, which amount to a large sum. Our bill shows that the three-inch pipe cost eight hundred and ten dollars. Gordon estimated it at five hundred dollars—showing a difference on material alone of nearly two thousand five hundred dollars. And I would like to have Gordon or anybody else examine the building and see for themselves that the material called for in our bills is all there.

Q.—Do you consider that four fifths of the work is completed?

A.—Yes, I do.

Q.—Would you undertake to complete it for one fifth of the cost?

A.—I do not think I would until I have figured upon it.

*Mr. Hawkins*—All the lead pipe is now in the building; also all the

soil pipe. The amount of the bills for solder and lead is three thousand five hundred dollars, without counting one and one fourth miles of iron pipe. There are two hundred or three hundred kinds of fittings. They are sold by the pound and piece. Elbows, etc., are called fittings.

*By Mr. Silent*—You have stated that Gordon estimated for two hundred and fifty pounds of soldier, while you have used one thousand two hundred and fifty pounds. Was it not to your advantage to furnish material in abundance or excess?

A.—No.

Q.—Then if you had furnished a less amount it would have been to your interest? How much material has been packed off and not used on the building?

A.—Not any that I am aware of.

Q.—Did you always send what your foreman ordered?

A.—I did; I don't think he ordered more than he actually required. There have been extras necessitated by the additional rooms and five extra closets. I look to the State for my pay.

## TESTIMONY OF WILLIAM HENNING.

WILLIAM HENNING, being duly sworn, deposes and says:

I am foreman of the painting department in the State Normal School building; I spent eight hours there every day since September first, since when I have claimed wages—six dollars per day for four months, or nearly; I had sometimes only a boy to help me; when I first commenced I lost some little time; I did not pay any attention to my store; Mr. McKee, my partner, attended to that; I always answered roll call, and did not leave during the day, except on business for the building; I am a thorough painter; I learned the trade under my father, in West Virginia; I have done a great deal other business here except painting; I was competent to carry on the painting business at eighteen years of age.

Q.—Who employed the painters?

A.—I employed them all; the highest number I had was eleven for a short time; I aimed to keep eight or ten all the time; the following is a list of their names, received from the Secretary: H. Gallagher, J. Soderstring, Steadman, Jarman, Sprague, Barlow, McGinley, Connolly, Edmonds, Pridcaux, Lee, and Cronhiem, all received four dollars per day; Whipple and Borchers were rated at three dollars per day; I think that was all I employed.

*By Mr. Silent*—How old was Whipple?

A.—He was a young man about eighteen or twenty-one, and is my apprentice; he is employed in my store; I agreed to teach him the trade; it was my duty to do the best for the State; I did not employ Whipple as a first class painter; I paid him five dollars per week and taught him, but on the State Normal School building I gave him seven dollars and a half per week; I drew his pay for eighteen dollars per week; I employed William Borchers; he professed to be a painter; I paid Borchers three dollars per week and board; about eight dollars was his pay altogether; he boarded with me and I rated it at five dollars per week; I drew his and Whipple's warrants; Borchers commenced in May with me; during

the months of May, June, and July I charged nothing for my services; I made an agreement with the Board of Trustees not to charge for services while priming; [contract shown] that is the contract under which I worked; I employed Whipple and Borchers during that time; I charged three dollars per day for them while they worked; I consider that they were worth all I charged; if they were only worth one dollar I should not have charged more; the State lost nothing—it was benefited, if anything; by the contract I was entitled to four dollars and a half per day when I worked, but I could not work all the time; I do not know of any person or persons connected with the State Normal School who have accepted of a bribe in any way.

*By Mr. Caldwell*—Why was it you gave the boys three dollars per week and drew eighteen?

A.—It is and always has been customary to give apprentices and boys a low rate and charge nearly or quite full wages.

Q.—Did you not consider that that was defrauding the State?

A.—No, not in the least; custom makes a law.

*By Mr. Silent*—When was this contract with the Board of Trustees signed?

A.—At the time of date, I think. Where bosses take apprentices, after they have got so that they can perform a day's work, it is always charged as such. I did not charge journeymen's wages for Whipple and Borchers. I would be willing to employ them at such work at three dollars per day; at that work they were as good as any men.

Hugh Gallagher had four dollars per day; I had nothing to do with his certificate. J. S. Soberstrong had four dollars; he received his own certificate. James Steadman received four dollars per day; he received his own certificate. Barlow, Sprague, and Jarman, received four dollars each per day. I had nothing to do with their certificates. Cronheim was in embarrassed circumstances, and I agreed to pay him eighteen dollars per week. I took his scrip and paid him seventy-six cents on the dollar for it. I made no deductions on the wages of any of my men; I paid them all. I bought and inspected all the material; I bought it in San Francisco. At the time I got the contract, I charged one dollar and twenty-five cents for oil; I sold it to customers for that. There is some little material left belonging to the State—probably one hundred and fifty dollars worth. I have not at any time charged the State with material which has not been used or delivered. I used Jewett's lead, and the best boiled oil. I used some fifteen barrels of English boiled oil; then I bought twenty-five barrels pure oil, shipped from Salem, Oregon, from the Pioneer Mills, I think. To get pure oil I had to buy it in quantities as large as that. I concluded this would be the last of my painting, and I would do some work which would cause me to be remembered as long as Horace Hawes. The stock was inspected by the Superintendent; I think he was competent to judge.

*By Mr. McCullough*—Have you been approached by any member of the Board of Trustees, or by any of the Executive Committee, or by any one else, with a view to receive a bribe, percentage, or commission?

A.—No, sir; I have received offers from no one.



## TESTIMONY OF MILTON CAMPBELL.

MILTON CAMPBELL sworn, deposed:

I am a tinsmith; have been in business since eighteen hundred and fifty-two. I made arrangements with the Executive Committee of the Board of Trustees of the State Normal School to furnish the material for the State Normal School building, and complete the job at San Francisco prices, freight and charges included. When I made the agreement there were funds to pay the warrants; they were worth ninety cents. I bought the material according to specifications—the best I could procure. Tin was furnished at twelve dollars and fifty-cents per box, cartage and freight added; a commission of ten per cent to make up for the depreciation on warrants, made it about equal. I bought one hundred boxes of tin in San Francisco at twelve dollars and fifty cents; the freight was fourteen dollars; cartage on one hundred boxes, two dollars and seventy-five cents. May twenty-ninth or thirtieth, bought fifty boxes more at twelve dollars and fifty cents per box; cartage to depot, in San Francisco, three dollars and fifty cents; freight, seven dollars. Here I charged for the tin fourteen dollars, which about made me clear, if I had got my money in June; but the warrants were not cashed, and I did not get two thousand five hundred dollars till July, and as I could not pay my bill, I had to pay one and a fourth per cent per month interest. I was allowed four dollars per day for the men, and I received six dollars myself as foreman. I paid my men the usual wages every Saturday night. Since June last, I have, by agreement, added ten per cent. The Board of Trustees allowed me seven per cent interest, above the ten per cent, up to the first of April, eighteen hundred and seventy-two. That seven per cent merely paid the interest and left me ten per cent profit, less charges and freight. I completed the building in the best and most substantial manner; it is the best job I ever done in my life. I never hired only the best mechanics. I kept a running account with Holbrook & Brittan; they never gave me a commission. On that job there are a great many things that are not in the plan. The work cannot be seen without close inspection. Everything inside and out, front and rear, is complete.

*By Mr. Silent*—Was extra time charged to the State for building scaffolding?

A.—No extra time was charged; but the time was charged for work performed.

Q.—Have you done any mending since the rains?

A.—No; it has not been necessary to do mending after the work was done on the roof; as is customary, we went over it and fixed it up where oversights occurred, and where some heavy substance had fallen on the roof from the tower, causing a leak; it was some time in May last that I made an agreement to oversee the work at six dollars per day; I have a store here; my men carried on the shop and store while I was employed on the State Normal School building; my men all received their pay; George Burdett received two dollars and fifty cents; J. Hansbrugh and Charles Bagley three dollars each; J. Smith, four dollars; drew warrants for Smith; Richard Steele, three dollars; A. Hemlun and Charles Bagley were engaged in making flue pipes; P. Melony received five dollars, scrip; has not been transferred in any instance; each man received what he worked for; Melony was an extra man; under-

stood the business better than any other I could get; nearly all the work on the building is done; two thousand dollars will finish the whole; I have performed extra work, not laid down in the specifications, such as dust pipes, etc.; that was done by instructions of Lenzen; the work is all done in a workmanlike manner.

*By Mr. Rankin*—Who fixed the price of wages for the tinner?

A.—The Executive Committee; I furnished all first class workmen; my agreement was to pay the bills and take State scrip; I have paid them their money.

#### AFTERNOON SESSION.

Mr. Hawkins represented to the committee that to complete the balance of the plumbing and to furnish the material would require three thousand seven hundred and fifty dollars, that is, according to the specifications; I will give bonds to do it for that sum.

Mr. Reardon was asked by Mr. Mott in relation to his authority to finish the extra rooms in the building not laid out in the specifications. The resolution was dated February fourteenth, eighteen hundred and seventy-one, and came from the Board of Trustees.

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#### TESTIMONY OF MR. HAMILTON.

Mr. HAMILTON being sworn, deposed:

I am a painter by occupation; have worked at the business twenty-six years; have been in San José six years last September; I have not figured up the entire work on the State Normal School building, but only the outside work; have figured as to the cost of the work performed; my estimate is four thousand and eighty-nine dollars and eighty cents for all.

*By Mr. Silent*—It has cost so far, Mr. Hamilton, six thousand five hundred and thirty-two dollars and seventy-one cents, and I wish to prove that it has unnecessarily cost thirty-five cents on the dollar.

A.—I know nothing about the arrangements that were made with Henning, but I can show by my bills what material has cost me every month; I have bills here for material for which I have paid. Lead has only raised since May; pure Atlantic lead was eleven and one fourth cents per pound, since July to date, it has been eleven cents; in June last, pure boiled oil was one dollar and five cents, raw oil was one dollar per gallon; since August, boiled has been eighty-five cents and raw ninety cents per gallon.

*By Mr. Silent*—Were you acquainted with the painters employed by Mr. Henning? if so, what kind of workmen were they?

A.—I was acquainted with a few who worked upon the building; two of them have worked for me, and are first class men, worth three dollars and fifty cents per day; some were second class men, worth two dollars and two dollars and fifty cents per day; there were some third class men I would not employ, as they would be more loss than profit.

*By Mr. Silent*—How much, according to your estimates, will it take to finish the building according to specifications?

A.—It will take now two thousand seven hundred dollars, making a

total of six thousand seven hundred and eighty-nine dollars; Mr. Lenzen furnished the specifications.

Q.—Will you use the best material?

A.—Yes, the first quality of lead and oil; I will take the contract to do the whole outside and give bonds; eleven cents has been the price of lead in San Francisco since August previous; to that it was eleven and one-fourth.

*By Mr. Rankin*—Does that include freight?

A.—No.

Q.—What were your estimates?

A.—Nine hundred yards, at sixty cents, is five hundred and forty dollars; five hundred yards, at forty cents, is two hundred dollars; five thousand one hundred and twenty-one yards, at twenty-five cents, is one thousand two hundred and eighty dollars; two thousand one hundred and seventy yards, one coat, at twelve and one-half cents, is two hundred and eighty-three dollars and seventy-five cents; amounts to two thousand three hundred and four dollars, to which add four hundred and fifty dollars and eighty cents for percentage, and you have the sum of my estimate, two thousand seven hundred dollars, or thereabouts.

*By Mr. Henning*—Do you make no allowance for extra puttying?

A.—Well, allow one hundred dollars for that; but we never estimate on puttying separately.

Q.—Are you on friendly terms with Henning & McKee?

A.—Yes, with both; I do not know of any reason why I should not be; both are on the square, I think.

[Milton Campbell stated how it was he came to charge ten per cent additional; it was subsequent to the time the appropriation gave out that it was allowed, and it was to make up the deficiency in the warrants, which would not sell for anywhere near par. I furnished all the tools and machines, some of which were expensive, and charged nothing for them; they cost over one thousand five hundred; it is customary for tinnners to be furnished with tools.]

## TESTIMONY OF WILLIAM P. DOUGHERTY.

WM. P. DOUGHERTY sworn, deposed:

I would like to state to the committee my relations with the State Normal School building. I have been charged by some as being the Boss Tweed or principal thief connected with the concern, and I want to set myself right before the community. Mr. Lenzen and myself were always good friends. I spoke to him in regard to the contract, and told him there was but little fir in this market, and the specifications had better read pine; however, I went to the mountains and found that I could scare up about a hundred or a hundred and fifty thousand feet of fir; but it took nearly every stick there. Lenzen and I disagreed about the Puget Sound lumber. The Board desired that the building should be started soon, and I reasonably expected that I was the only man in this section who could furnish the lumber. Lenzen agreed there should be one hundred and fifty thousand or one hundred thousand feet of fir in the specifications before the contract was let. The bids were advertised in the *Alta*, *Call*, and *Bulletin*, twice, for ten days. When the bids

were opened the contract was awarded to me. Lenzen showed me the specifications for lumber, which called for a singular lot; odd sizes, etc.; not usually in the market in large quantities. I telegraphed to Puget Sound for lumber—fir lumber—to be here in sixty days; but the vessels were belated by fogs and other circumstances, so that it was nearer ninety days before the lumber came; but I had made calculations on forty-five or sixty days at farthest. It was necessary to have lumber, so I went to the mountains and put loggers to work hunting for fir lumber; but do their best they could only get eighty thousand feet. It came direct to the Normal School. I will say, that I had a conversation, after getting the contract, with Lenzen in regard to framing and dressed lumber, and we agreed in the main points as to price, etc., which was twenty-five dollars; as I thought, and still think, cheap enough. Well, the fir I got in the mountains came to hand, and some of it was bad, unfit to go into any building. It is impossible for a dealer to personally inspect every stick that comes direct from the mill; but I never refused to take back bad lumber. My contract was for gold; but I did not expect to get my money down, and I made some little allowance for that. I got paid in six and sometimes in four months. I may be mistaken, but I heard some talk on the outside about this time which reflected somewhat on me; but I paid no attention to it. I had a talk with Lenzen about the fir lumber, and his objections were that it was not in the specifications. I examined the specifications, and found they called for thirty thousand feet of fir lumber. But the lumber was there, and I asked him if he could not work the good in somewhere on the building; for it was as good as any which could be got. Lenzen appeared, for some reason, to be working against me; he said the lumber was hard to work, and thirty-two thousand feet were rejected. I was mad, and felt that some one was working up trouble between me and Lenzen, and I thought the committee should have called me before them to answer in regard to the lumber; but I kept cool and said nothing. I saw and had a talk with Weller about the specifications, and asked him to explain. I wished the committee to know the reason why there was a difficulty; but as I was not called before it I maintained a solemn silence, and waited for my time to come. About this time, I have learned since, two of my friends, Boggs and Bodly, went to San Francisco to find out the reason my lumber was rejected. Mr. Ryland had the lumber examined by competent persons. I told the committee afterwards that I did not want a stick of bad lumber to go into the building. Lenzen was very mad when I came back, and told me not to make such a fuss, and we would work the lumber in somewhere. I showed Lenzen some of the rejected lumber, and challenged him to find any fault with it. He said so much of it was poor that it was impossible to select it out. I instructed my bookkeeper to be very particular in regard to the lumber for the building, and not leave a shadow of a doubt for suspicion. I also instructed my men to be more particular than they ever had been for any building I ever furnished material for; and, gentlemen, if there is one thousand feet of bad lumber in the house I will forfeit my claim against the State.

Q.—Do you know of any rotten lumber having been used?

A.—No, I do not think there is a rotten stick in it. Well, soon after the affair of the rejected lumber, Lenzen was dismissed, and he has endeavored to injure me in every way since.

- Mr. Silent objected to making a personal affair of this investigation.

*Dougherty*—Reardon and Lenzen had difficulties; I tried all I could to

make peace between them, and told them if they would act as gentlemen I would give them a new suit of clothes each; there has been every attempt to injure me by innuendoes on account of this lumber business, and I have been seriously injured in my business—at least three thousand dollars per month; I never spoke a word to the committee against Lenzen, nor instructed any one to; I have always sent the lumber as near to specifications as possible; scaffolding has been made of pine and of redwood, and most of it was used for some purpose afterwards. In regard to that sixteen-dollar lumber, it was a poor lot that I knew nothing about; the roof boards that were rejected I was satisfied were bad, and I had them thrown out; in delivering such a quantity of lumber some bad will creep in, but I was willing and anxious to have it cast out.

*By Mr. Silent*—How much defective lumber has been cut off of timbers?

A.—None that I know of.

Q.—Had you anything to do with Bodly going to San Francisco?

A.—I never knew of it till afterwards; I had no hand in getting Lenzen discharged; I heard nobody speak of it, nor did I speak to anybody about it.

*By Mr. Silent*—What did you mean by saying that that lumber which Lenzen had rejected had to go in that building?

A.—I might have used the expression; if I did, I meant that I knew that it was good lumber, and an appeal to the Board would convince them that it was fit to be used.

*By Mr. Silent*—How many members of the Board were present when the bids were opened?

A.—There was a full Board, I believe.

*By Mr. Silent*—How came you to change your bids after the first bids were opened?

A.—Because I was present when the first bids were opened, and had the other bids to guide me; I was not present when Lenzen was selecting the lumber.

*By Mr. Silent*—Have you ever stated that you would injure Lenzen?

A.—I might have stated so; so much talk to my serious injury made me mad, and, to tell the truth, for the last two months I have gone for him, as he has for me; I had difficulty with Lenzen after his discharge; I have no connection with Metcalf's Mill; they buy their own lumber.

Q.—Have you had any money transactions with Weller since the commencement of the building?

A.—Neither myself nor any member of my firm have given Weller any money; I should like to have the committee make a thorough examination of my books, in which I have kept the lumber account; Weller is at this time one hundred and fifty dollars in my debt.

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## TESTIMONY OF A. P. HULSE.

A. P. HULSE, being sworn, deposed:

I am a member of the firm of Kneeder & Hulse, dealers in lime, plaster, etc., and contractors; we had an agreement with the Executive

Committee to lath and plaster the State Normal School building; the arrangements were mostly made by my partner; but at times he informed me of the progress of the affair; some time last Summer a proposition was made to us to do the plastering on the building; after a consultation with my partner, we agreed that we could do it so that it would cost the State inside of fifty-five cents per yard; the agreement was written out in the form of a contract, but for some reason it was never signed; I think the written agreement did not compare with our verbal agreement, but after the verbal agreement we supposed it was all right, and we could go right on; so we put the material on the ground and prepared to start in; but in August, I think, we were ordered by the Executive Committee to quit work; at the time we quit we had on the ground a large amount of material—over three hundred barrels of lime, and other material in proportion.

Question—What was the quality of the lime, and what kind was it?

Answer—It was Monterey lime, a good article, and sells for the same price as the Santa Cruz lime.

Q.—How did you pay your lathers?

A.—We paid by the thousand; we sub-let the contract to one George Fitzgerald; we paid him cash, and he paid the men he hired.

Q.—From whom did the orders to commence lathing come?

A.—I have no knowledge, or I do not remember from whom they came.

Q.—How much did you pay the lathers?

A.—We paid them two dollars per thousand.

By Mr. Silent—Was there any consideration offered by you or your partner to secure the contract?

A.—There was some talk of considerations.

Q.—What was it?

A.—The arrangement was not made by me; but my partner told me that he had secured the contract for considerations.

Q.—What were the considerations, and to whom were they given?

A.—My partner told me that in consideration of securing the contract we were to give Mr. Weller one thousand dollars.

Q.—Was the money paid?

A.—It was.

Q.—For that purpose?

A.—I so understood it; it might have been a loan or a gift.

Q.—Who paid the money?

A.—I did, under instructions from my partner.

Q.—And you understood it was for the purpose named?

A.—Yes, as I understood it; but when the contract was broke, or the work was ordered stopped, part of the money was paid back, and I hold a note for the balance.

Q.—Did you furnish any other material for the building? And if so, what was it?

A.—Yes; we furnished lime, brick, etc., for the foundation.

Q.—With whom did you contract for the brick?

A.—With Weller.

Q.—Was there any consideration in that contract?

A.—Yes; I so understood it.

Q.—What was it?

A.—The consideration was that Weller was to have two dollars per thousand on the brick furnished.

Q.—By whom were the brick delivered?

A.—By the brickyard men. They delivered for us, and we paid them for the amount delivered.

Q.—What else have you furnished for the building?

A.—Lime and cement.

Q.—Was there any consideration for those?

A.—No; the lime contract was divided between Pfister & Co. and ourselves, because our bids were the same.

Q.—Was any particular kind of lime mentioned in the lathing and plastering contract?

A.—No; I do not think there was. The lime was to be of the best quality.

Q.—Do you consider Monterey lime the best?

A.—Yes, as good as any.

Q.—Do not contractors and builders refuse to use it if they can get Santa Cruz lime?

A.—No; I think they rather prefer it. It has been in use here for some time.

Q.—Is there not a difference in the price?

A.—Yes, some thirty cents. Monterey lime is the cheapest.

Q.—Now is it not a fact that because you are agent for the Monterey lime, that you are prejudiced or partial towards it?

A.—No, can't say I am. We keep both for sale, and customers have their choice. The Monterey lime is made from the same kind of stone; the Monterey ledges are the same, or an extension of the Santa Cruz limestone ledges.

Q.—Who went to the committee to get the plastering contract signed?

A.—My partner. He first came to me, but I objected.

Q.—Did he give you a verbal or a written order to pay Weller the money?

A.—A verbal order.

Q.—Were the plastering and brick contracts the only ones for which you paid a consideration?

A.—Yes.

Q.—Are you a practical mechanic?

A.—No; I have been a bookkeeper.

Q.—You say you paid the money to Weller? Did you understand at the time that it was a direct compensation for the contract?

A.—I so understood it at the time.

Q.—Who took the note of Weller of which you speak?

A.—I took it.

Q.—How was it drawn?

A.—It was made payable one day after date.

Q.—Have you taken notes from Weller previous to this?

A.—Yes; we have had several money transactions.

Q.—Can you repeat the exact language of Kneedler when he informed you concerning the contract and the consideration?

A.—No, I cannot state the words; I remember only the impression they conveyed.

Q.—Where is Kneedler now?

A.—He went to Gilroy on Tuesday last.

Q.—Did he know that this committee was coming?

A.—I do not know whether he knew it or not.

Q.—Don't you know that he went to avoid this Committee of Investigation?

A.—No, sir, I do not; he went on business of some private nature that I could not attend to.

Q.—What was the State charged for the brick you furnished.

A.—Ten dollars per thousand; the price of brick varies with the season; last season they were worth from eight to ten dollars per thousand; I furnished brick to the State for ten dollars per thousand, and gave Weller two dollars per thousand for them. The custom in letting lathing and plastering I believe I know; we let the lathing out to a lather, and furnished all the material.

Q.—You say you took Weller's note; have you the note in your possession?

A.—Yes, I believe I have it here. [Produces note, which is inspected by committee.]

Q.—Have you had any other money transaction with other members of the Executive Committee?

A.—No.

Q.—Do you know of any other member of the Board of Trustees who has received money for consideration?

A.—No; no one but Mr. Weller.

*By the Chairman*—I understand you to say, Mr. Hulse, that you paid Mr. Weller one thousand dollars to get you the contract; the contract was broken and you requested the money back, and this note is part payment?

A.—Yes, that is about it.

Q.—This note is dated August fifteenth, payable one day after date; have you ever presented it for payment?

A.—No; but I fully expect to get it.

Q.—Have any promises of payment been made within a few days?

A.—No; the note was given sometime after the contract was broken; my partner told me to pay Weller one thousand dollars; two months afterwards my partner told me to write out a note; I did so, and Weller signed it.

*By Mr. Silent*—Don't you know that this note was a mere blind, and is not intended to be paid at all?

A.—No, sir, I do not.

Q.—When did you hear from your partner last?

Q.—He was in Watsonville this morning; I got a dispatch on business affairs; he sent for some papers; he did not telegraph in regard to this investigation. I consider this note absolutely to be paid; I never had a money transaction without reckoning interest; I have no recollection of talking with Weller about this affair of the note and contract, and cannot remember what my partner said; in all money transactions with Weller, we charged interest; interest is charged in this note.

[Sergeant at Arms returned subpoena issued for Kneidler, indorsed "Can't be found; left the city some days since."]

Q.—Does your partner know this investigation is going on?

A.—I believe he does. I have had other money transactions with Weller; it is customary to take and give notes; I consider him good for one thousand dollars; partner told me to make out the note, and I expect to collect it; we did not take any note when we borrowed of Weller.

*By the Chairman*—Was this note signed on the day it was dated?

A.—No.

Q.—When was it signed?

A.—I can't recollect the exact day.

Q.—Was it this month?



A.—Yes.

Q.—This week?

A.—No.

Q.—Was it last week?

A.—I think it was last week, or the week previous.

Q.—Do you know how long this investigation has been contemplated?

A.—No, I do not.

Q.—Why was this note dated back?

A.—In order to embody the interest in it.

Q.—Was it not simpler to compute the interest and add it in the amount?

A.—That is not the way I am accustomed to do.

Q.—How is it that this note is dated in August and the contract was made in September?

A.—The date of the note is the day on which the money was paid.

Q.—Do you enter these transactions in your books?

A.—Yes; all the cash transactions I have had with Weller are entered in my cash book; I do not post my cash book.

Q.—If you let a person have one thousand dollars three months ago and took a note to-day, how would you make out the note so as to show the interest?

A.—I would date the note from the time the money was paid. That is the reason that note is dated back. The day on which Weller paid a portion of the money is the date of the note.

Q.—As a general thing in your business transactions, do you take demand notes?

A.—Yes; I am not a broker; brokers take time notes.

Q.—The contract was, you say, in September, and the payment made to Weller in August. Cannot you connect the two in your memory so as to tell us something more definite about it?

A.—No I cannot recollect more than I have stated; my partner transacted all the business, and I followed out his instructions.

Q.—When was this money paid marked here on the indorsement?

A.—It was paid at the time of date; there was a previous transaction and another note.

Q.—How do you account for the fact that the indorsement is made long previous to the actual time of giving the note? That is, the indorsement of three hundred and twenty dollars is dated August twenty-third, and the note was made out this year, in January?

A.—That date of the indorsement was the actual time when the money was paid; it was so dated.

*By Mr. Silent*—Now do you not know this note is a mere blind, and was made out with that intention?

A.—No; the note was made to protect me against loss. At the time of the indorsement money was paid to liquidate another note of Weller's—a previous transaction.

Q.—How comes it that a note for one thousand dollars is made out when the amount due is only seven hundred and fifty dollars?

A.—It was made in that way to show record of the interest due. The note is in my handwriting.

[A subpoena was here issued for the books of Kneedler & Hulse.]

## TESTIMONY OF, MR. WHITE.

Mr. WHITE being duly sworn, deposes and says:

Am a tinsmith by occupation; have worked at the trade for sixteen or seventeen years; have worked in San José for eleven years; I made an estimate of the cost of the tin and sheet iron work on the State Normal School building, and the whole work done to date I estimate at seven thousand eight hundred and twenty-six dollars, which includes four chimneys inside, the whole of the flue pipe, conductors, tin roof, and all; my estimate for the completion of the job is nine thousand seven hundred and twenty-three dollars, from beginning to end; I have had plans and specifications to guide me, and have thoroughly examined the work done; consider myself an expert, and have had some of the largest contracts let in town, such as Music Hall, Henley's Block, etc.; upon a general average between contract work and day's work, the difference is in favor of day's work; I measured the flue pipe; there are nine hundred and twenty feet of double pipe eight and eleven inches, according to the plans; it is filled in with cement; there is six hundred and fifty feet of nine-inch pipe, and one hundred and eight feet of twenty-two inch pipe; my estimate includes all the tops; my figures are according to specifications; I have made double pipe like that, but it was not put together the same way; my estimate was liberal; I did the work on Mrs. Hill's building, on the Alameda; it cost twenty-eight or thirty thousand dollars; made pipe by contract; charged fifteen dollars per foot for chimney tops. [Witness explained that he had never made in this town double pipe like that in the Normal School building.] I charged Mrs. Hill six dollars per day; I charged that, but did not get it; I could buy roofing tin, I X, for eleven dollars and seventy-five cents per box—could buy it of Holbrook & Brittan; I have known parties of whom I bought tin to make a difference in price to customers in this city—a difference of fifty cents per box; my estimate would require about one hundred and ninety boxes for the building; I did not go on the tower or roof to examine, but formed an opinion from the specifications; I did examine the work.

[Mr. Reardon explained that White stated to him, not eight days ago, that the work could not be done cheaper than Campbell had done it.]

White—I did not measure the conductor pipes—I can judge better from plans and specifications; I went down and looked at the work, and made a total measurement according to the plans and specifications; I have been upon the roof; the flat roofing is defective by reason of poor soldering; the other tin work is good; I suppose the tin used was as good as there was in the market; it is customary to examine and repair new roofs after a rain.

[Mr. Campbell explained that he had examined the roof after the first rain, and had found defects caused by heavy substances which had fallen from the tower.]

Committeemen Caldwell, Mott, and Baird were instructed to examine Hulse's books, which had been brought into Court.

Adjourned.

## EVENING SESSION.

Mr. W. P. Dougherty stated that there seemed to be an impression that he from the first was rushing in lumber needlessly. The fact was,

he was requested by the architect to get the lumber on the ground as soon as possible, in order to let it season, and on account of the transportation it had to be furnished in large quantities. I always received my pay after the working men received theirs, and the State now owes me five thousand dollars or six thousand dollars on the last delivered. In regard to the poor lumber in the sheds, I told Mr. Reardon they ought not to order such lumber.

Q.—Of the thirty-five thousand dollar contract, you have received all; but the amount you have mentioned is additional, is it not?

A.—Yes, I believe so.

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## TESTIMONY OF MR. McFARLAND.

MR. McFARLAND sworn, deposed:

I am bookkeeper for the lumber firm of Dougherty & Co.

By Mr. Rankin—Mr. Braly stated that he could not explain an item on the books for forty-three thousand three hundred and ninety-one feet of lumber, at thirty dollars per thousand; can you explain it?

Answer—I can give no explanation of it, as it was not in the bills furnished, is not on our books, and we have not received pay for such.

Q.—What do you know about that lumber?

A.—No such amount was delivered in that or in any other month, nor was any such price charged. I don't know whose entry it is; I think it was Mr. Anderson's; he was very apt to get confused. We rendered bills in triplicate at the end of each month, and in the month in which that entry is made no such lumber was furnished or such price charged, nor were bills rendered for it. Mr. Anderson got bothered in the books at different times, and was obliged to come to me to have them rectified. I am satisfied, no such charge is made; the date is December third. It does not tally with our monthly statement rendered at that time, and is not on our books. Being dated December thirty-first, it would be included in our statement rendered in January; but it is not, not even such an amount was rendered. Bills for January are only nine hundred and eleven dollars and ninety-two cents. I must correct myself; I was looking at the wrong monthly account. The bills rendered for December were eight thousand eight hundred and sixty-five dollars and ninety-six cents. But this item for forty-three thousand three hundred and ninety-one feet, at thirty dollars a thousand, was not delivered nor charged on Dougherty's books, nor pay taken for it. Our returned bill of the triplicate series does not show it, and we received no pay for such lumber. I never examined Anderson's lumber books; he accepted our bills at the end of the month. We sent a memorandum, stating quality and quantity of lumber with each. The item, two thousand five hundred and fifty-nine dollars, has not been drawn by Mr. Dougherty. I have known Anderson to make serious mistakes; such as crediting us with eleven hundred dollars too much. I am an expert bookkeeper; Anderson was not, from what I have seen of his work. I never examined his books; he did not bring his books to be corrected, but brought and received memorandums. We kept the lumber account so itemized that every stick of lumber was shown. Mr. Anderson took my figures as correct. I am sure I would not take his or any other man's in preference to my own.

[Mr. Dougherty here offered the committee his books for inspection at any and all times.]

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### TESTIMONY OF MR. FRONNENT.

Mr. FRONNENT being sworn, deposed:

I am a lumber dealer; do business to the amount of three million feet per year; I did not offer to bid on proposals for lumber to construct the State Normal School, because I thought I had no show; heard that threats had been made against us if we interfered; Mr. Reardon did not make any threats; I don't remember who did make them; I took no notice; Mr. Dougherty stated that in regard to the lumber furnished for the foundation, "I furnished a few thousand feet, because they could not make a contract at the time." Reardon said it was for stakes, etc.; I stated that when the contract was let I would charge contract prices.

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### TESTIMONY OF MR. WILLEY.

Mr. WILLEY being sworn, deposed:

I am a painter by occupation; have been in the business for twenty-nine years; when the painting was ready to be done on the State Normal School building I tried to find out if a contract was to be let; I daily looked over the papers to see if bids were advertised for, but never saw one; I went to see Mr. Fitzgerald and Mr. Braly; they told me the contract was closed with Henning; I told them at the time what I was willing to do the work for; to furnish oil at one dollar and ten cents per gallon, and lead for twelve dollars; I thought I ought to have a show; I figured with Mr. Hamilton on the work; some of Mr. Henning's hands were skilled, some were mediocre, and some bad; I based my calculations at first on the ten-hour system; Atlantic lead was then worth eleven dollars and fifty cents and eleven dollars and seventy-five cents.

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### TESTIMONY OF MR. McDOUGAL.

Mr. McDOUGAL being sworn, deposed:

I am a carpenter; I was employed on the State Normal School building at first at day work; I commenced work the first day; for the first four months there were but four carpenters employed on the building; I received orders from Mr. Lilley; I do not know who directed him; there were from four to eight men in the shop where I worked; there was some trouble in relation to the lumber in the ground floor; we had

to take it out; Lenzen asked me why I put in sappy joist; I said that the lumber was there to use, and I took it as it came; Lenzen told me Weller said they wanted no specifications; I could not believe it; I asked Weller if it was so; he said, "Yes; what is the use of specifications when we have a Superintendent. One carpenter I did not think was a skilled mechanic. Lumber gave out in October, and we had to quit for want of it; a short time after that Lenzen left, Weller came into the shop, and I asked him the reason why Lenzen was discharged; he gave me no reason; I said it was singular; he said he voted against Lenzen; he asked me if I did not want my wages raised; I said, no; I thought I received all I earned, and that was all I required, and that there was enough bosses already; I cannot speak in regard to the framing lumber, as I worked on mill lumber; it was good lumber.

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#### A. P. HULSE RECALLED.

I testified before the Senate Committee; I testified about the same that I have here; did not testify any further than I have here; perhaps did not go into it as fully.

*By the Chairman*—Repeat as near as possible Kneedler's language when he told you he had given Weller one thousand dollars.

Answer—I cannot repeat the language; I understood that one thousand dollars was a consideration for the award of the contract; it was talked of between Kneedler and myself from time to time; first one thousand two hundred dollars was asked by Weller; I don't know as we agreed upon one thousand dollars at the same time; when we were ordered to quit work upon the building, Kneedler said that he had seen Weller and he would pay the money back. Some time after, Weller stopped me on the street and gave me seven hundred and fifty dollars, and said it was a balance due to Kneedler. The money on the brick contract was not given until after the plaster contract was made; Weller paid me himself in Page's store; he said "there is seven hundred dollars of the money I promised to pay Kneedler." I presumed it was a portion of the one thousand dollars that he was to refund. We did not furnish lime and cement for the foundation; the lime we used is equal to the Santa Cruz; we delivered somewhere near three hundred barrels; we sent it there with the understanding that a verbal agreement entered into between Mr. Kneedler, and Weller and Bryant, of the Executive Committee, would be ratified by a contract; Reardon was present when we agreed to furnish the materials; the contract was never signed. Two dollars per thousand was allowed to Weller on a portion of the brick furnished; don't recollect whether it was on one half of the whole or not; three hundred and forty-eight dollars and sixty-four cents was the amount paid on the brick. I have often borrowed from and loaned money to Weller; he did not demand interest of us; we paid it. I do not recollect saying that if the Investigating Committee get any testimony out of me they must draw it out.

*By the Chairman*—Has any other person or persons connected with the State Normal School building received money from you?

A.—Yes.

Q.—Who?

A.—Mr. Reardon; he had an interest in the brick contract and received three hundred dollars; I had nothing at all to do with it; all the information I received I got from my partner; there is nothing between Messrs. Reardon, Weller, and myself; Mr. Reardon's share was in the brick in the foundation: I do not know the number of brick in the foundation; some of the brick cost us eight dollars per thousand, some less; our contract was for ten dollars delivered.

Q.—Were any other person or persons paid money by you to secure a contract?

A.—No, not that I know of; I don't recollect when the money was paid to Reardon; sometime in January this year, he gave me his note for three hundred dollars.

Q.—Have you the note?

A.—Yes [Produces it; inspected by committee.]

Q.—Have you ever presented this note for payment?

A.—No.

Q.—How came you to get this note?

A.—The parties came to me and offered it; asking me first to make it out.

Q.—Was not the note given to cover up a previous transaction?

A.—Not that I know of.

Q.—Do you think you would ever have had the note if this investigation had not commenced?

A.—Don't know; had rather not answer the question.

*Chairman.*—The witness will answer the question.

A.—I have my doubts whether I should ever have received it if this committee had not come down here. I do not know of any other money which has been paid to either Superintendent or Directors. A person might have an opinion that other contracts have been procured in the same way. Don't know that I have heard anything said to confirm such an opinion. January twenty-eighth, eighteen hundred and seventy-one, gave Reardon the money. Received this note from Mr. Kneedler. Don't know what time Mr. Kneedler got it. Can't say when. Before I got the note I did not consider that Reardon owed me anything. At the time Mr. Kneedler received instructions to quit work, was some time prior to the election. Commenced again in October. We furnished all the lath for the building. Don't know whether my partner spoke to Reardon or not. I gave Mr. Weller one thousand dollars, which I regarded was to secure the contract.

*By Mr. Rankin.*—Was you not aware, Mr. Hulse, that in your attempt to bribe a State officer you was committing a crime for which you could be punished?

A.—I did not consider it a crime. I don't know whether Reardon had any power to make contracts or not. I never had any talk with Reardon about the three hundred dollars. Did not buy up all the brick in the market. The contract was first class brick. There was no understanding that Reardon was to receive any but first class brick. Prior to the time the money was paid, Mr. Reardon said he did not want any money on the contract. I don't recollect what Kneedler's reply was to that.

Q.—Did you ever infer in your conversations with your partner that the three hundred dollars was given to Reardon to secure his influence in your favor?

A.—I never had an understanding with Kneedler about it; but my impressions were that that was the purpose of the money.

*By Mr. Mott*—I find here an item in your book, where you have given credit for brick at six dollars and seventy-five cents per thousand; were those sold to the State?

A.—I don't know; they might have been.

*By the Chairman*—Don't you think and believe that there was brick and lime charged to the State which was never delivered to the State Normal School building?

A.—No; I have no idea that there was; we delivered all we got pay for. I believe I have stated all that I know in relation to the affair. In a conversation with Reardon, the other day, he wanted to trade a horse for the note. I told him I would look at the horse. He said he was short of money, and would like to pay it that way. I have had no conversation with any one else about Reardon. I have had a talk with Weller about the note; don't recollect what it was; it did not amount to much.

Q.—Have any threats or inducements been made to induce you not to testify?

A.—No; not one—'twould have made no difference if there had.

*By Mr. Silent*—You are a member of the Common Council of this city, are you not?

A.—Yes.

Q.—Have you telegraphed to Kneedler since five o'clock.

A.—No. He will probably be here to-morrow or next day. He had private business to attend to; he went instead of me, on that account.

## MR. REARDON'S TESTIMONY.

Mr. REARDON being duly sworn, deposes and says:

We were about to advertise for brick for the State Normal School, when Mr. Kenney came to me and told me that Kneedler was making arrangements to secure all the brick and control the market, and that I had better see him and make something out of it than for them to make it all; I went and saw Kneedler, talked it over and he told me he would give me an interest of one dollar per thousand; I got three hundred dollars; before receiving it I went to the office of Kneedler & Hulse and told them that I did not want any money, that I had done nothing to earn it, and did not want it; probably a month after that Mr. Hulse handed me three hundred dollars; a few days afterward I saw Mr. Dougherty and told him I had got into a scrape; he asked me the nature of it, and when I told him, he said I was "a d——d fool, and it served me right;" I felt bad about it, and did not know what to do with it; I could not put it on the books to make it look right, consequently I kept it; about the time this Investigating Committee was talked of, I began to feel anxious to get rid of my note; I would have given my horse or anything else to have been rid of it; while I had the money, I went to my foreman and gave him half of it, but never told him where it came from or how I made it; I merely told him that I had made it easy; I meant to pay it back some time; nothing more of the kind occurred

until one day I went to Mr. Weller's house, and he handed me five hundred dollars; I took the five hundred dollars and put it away, and then went to Mr. Ryland, one of the members of the Board of Trustees, and told him the circumstance, and that there was something wrong in the plastering contract, and he must break it up; he succeeded in breaking the contract, and I handed Mr. Weller the five hundred dollars, and I suppose he paid it back to Mr. Kneedler; that was the reason I would not receive the material, lath, etc., and why I broke up the contract; when I handed back the money to Weller I told him a lie; he thought it was an action of the Executive Committee, and now is the first time that he or Mr. Hulse know who stopped the contract; I do not know of any fraud in mill work; I do not know of any other men of whom Weller has received money; I saw Weller this evening; I never have received a dollar to pass material, or from a workman; I understand the solemnity and obligations of an oath, and I know what the powers of this committee are; I do not know of any fraud whatever having been committed in any one of the departments; I told Mr. Dougherty of the three hundred dollars shortly after I received the money; told Mr. Ryland some time in July or August; if there had been any other attempt to get money illegally from contractors I should have known it; I told some parties I would not have Lenzen control me, he was too hasty and overbearing; when I found I could not resist the temptation, I did not consider it my duty to resign, for I knew I could resist if I tried, and I did it; I looked at it in this light, that Kneedler was going to make a good thing and I ought to share it; I was sorry about it afterwards, and would have undone it if I could; the material in the building is as good as can be in quality and quantity; I know that Mr. Braly has kept the books straight; I cannot make a statement in regard to the mill bids; I thought both bids were too high, and I told the Executive Committee so; I went and had them cut down five hundred dollars; I don't know that any person made any money out of the contract; the only explanation I can give about the difference on the books in regard to lumber, is that Mr. Anderson was very careless and liable to make mistakes; I never put confidence in his accounts; I have not signed certificates for work that ought not to be signed; not one has been issued wrongfully; Mr. Anderson worked hard and tried to get along, but he was the wrong man for the place; he erased much, and when he got completely bothered he went to Dougherty's to be straightened out; I think Mr. Fitzgerald had Anderson appointed; Anderson left here March first, for Utah, I think; I know of no understanding of any of the Executive Committee to parcel out contracts to favorites.

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#### TESTIMONY OF MR. BROWN.

Mr. BROWN sworn, deposed:

I worked on the State Normal School building as a lather. I worked for George Fitzgerald. I am about seventeen or eighteen years of age. There were two persons employed there when I was, one of them is here in the room. I worked before at it, about three weeks. I got seven dollars and fifty cents per week. Fitzgerald employed me.



*By Mr. McCullough*—How far apart did you put the lath?

A.—Put the lath three eighths of an inch apart; broke joints every nine or ten inches; put five nails in a lath.

[Mr. Dougherty explained: at the time Reardon told me that he had received money I did not think it was a fraud, because Reardon had no power to give or make a contract. I told him he was a d—d fool for taking money, because it might get him into trouble if it was found out that he was receiving money. In relation to the Weller affair, concerning the plastering, I never was told anything; but he told me that he had the other job put up, but I did not consider there was any fraud about it as far as Reardon was concerned. I never heard of any other such jobs.]

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### TESTIMONY OF MR. KEYSER.

Mr. KEYSER sworn, deposed:

I was employed as a lather on the State Normal School building. Fitzgerald came to my house one day and asked me if I wanted a job at lathing on the State Normal School building. I told Fitzgerald the wages were too small, and that we could not make salt, but we concluded to try it. Before we took it, I went to Kneedler & Hulse and asked Kneedler what he would give. He said two dollars per thousand. I told him we would starve at that price, but concluded to try it. I am a lather, have worked at it about three years. I have not received any money, so far; I took stock of Kneedler, but there is a balance coming to me yet. I worked about nine days.

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SATURDAY, January 20th—A. M.

Theodore Lenzen stated that in regard to the money order given him by the Executive Committee at the time of settlement for one thousand seven hundred dollars, it was a forced settlement, and one he could not avoid. The Executive Committee would allow nothing for specifications; and though I was employed to select, they would allow me nothing for that; my charges for fare to San Francisco, when I went to consult with them, were stricken out; and when they dismissed me they passed a resolution, which is on record, to the effect that if they required any more specifications or details they would pay me. [Statement of the meeting of the Board of Trustees read by Mott.] Since that I have drawn many plans for Reardon. Weller told me they did not require any more specifications, that the plans were sufficient. I told him another man would cost them one thousand dollars. I have furnished all plans to date, but I have not been paid for them. I call my bill about six hundred dollars for the information, and about four hundred dollars for the details, which makes one thousand dollars, independent of the one thousand seven hundred dollars which is yet due—which

makes my whole claim two thousand seven hundred dollars now. I have furnished all details and plans to date. When the Executive Committee allowed me the two thousand two hundred dollars, my bill as presented was two thousand nine hundred dollars. They paid me five hundred dollars before, and I received a warrant for one thousand seven hundred dollars, which is still unpaid. I only took what they offered because I could not help it.

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### TESTIMONY OF MR. PFISTER.

Mr. PFISTER being sworn, deposed:

I am a merchant in this city, and am a member of the firm of A. Pfister & Co.; we furnished lime, cement, etc., for the State Normal School building; I do not keep the run of the inside business of the store; my partner does that; I was never approached by any member of the Board of Trustees or employes on the building for a percentage or commission on the sale of material; I never allowed a percentage or any compensation whatever for contracts; I have a bookkeeper; his name is Charles; he has kept my books for three or four months; the bookkeeper who kept the books at the time we supplied the State Normal School is not here; I do not recollect the price of lime in eighteen hundred and seventy; I put in a bid to supply Guadalupe lime at one dollar and forty cents; we had all there was in the market; if money had been paid by my firm I should have known it; I have never paid one dollar in goods or money to any one of the Board of Trustees, or to any one connected with the State Normal School building; my partner transacts the business of the store; I inspect the books, and if money had been paid I should have known it.

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### C. T. RYLAND RECALLED.

*By Mr. Silent*—On your examination, Mr. Ryland, you answered in relation to a question concerning fraud; that you knew of no fraud having been committed. Did you hear of Mr. Reardon's statement last night?

Answer—No.

[The Chairman instructed the Reporter to read that portion of Reardon's statement wherein he testified to having informed Mr. Ryland of the plastering contract. It was read.]

*By Mr. Silent*—How do you explain your statement and Reardon's?

A.—Reardon came to me last Fall, and told me to look out, as there was a put-up job between Weller and a plastering firm; but he gave no particulars, and his was a mere indefinite caution, without explanation; but although I could scarcely believe that anything of the kind was contemplated, it put me on my guard; at the next meeting of the Board of Trustees I went to it, and for security I had the contract, which was only a verbal one, suspended, satisfied that if there was nothing in

the rumor, it could be rectified, and if it was true, my course was the proper one; I had no evidence, nothing but hearsay to implicate Mr. Weller; in my previous examination I answered all questions that were asked me; I knew nothing at all about the brick contract; never heard of it before, nor suspected that there was anything wrong.

Q.—You conducted the examination of Reardon before the Senate Committee, did you not?

A.—I did only in part.

Q.—Do you recollect asking Reardon if he knew of any fraud having been committed, and his answer that he did not?

A.—I have no recollection of the questions or answers; there were many of a general character.

Q.—Have you any knowledge of any other frauds or attempts at fraud?

A.—I have none that I recollect of. There was a difficulty about some lumber which Lenzen refused to receive. The question was brought before the Board, and I engaged Mr. Hoffman to inspect it. He said that the lumber was fit to be used, and would answer all the purposes of the specifications. Outside of that I do not know of any irregularities. I think after the money gave out we did not advertise for bids. I have never been approached, in any manner, by any person whatsoever. Even after the contract was broken up, I could not believe that any fraud had been meditated. I dismissed the subject from my mind as a fabrication. It certainly did influence me to break up the contract. I did that as a matter of precaution. I had no evidence whatever, except the warning that Reardon gave me, to look out. It was not investigated, because I had not sufficient evidence.

Q.—Have you ever been warned in regard to other frauds, or have you any knowledge of the intent to commit any?

A.—No; except about that lumber; but as Mr. Hoffman assured me it was good, I did not consider any harm or injury could result to the State from it. I believe there was a discrepancy in some of the advertisements, but it did not amount to anything. Before the Board I said that if the lumber is good and we can use it without detriment to the building or the State, we should do so. I voted to instruct Mr. Lenzen to use such as was good, and to reject the bad. I did not refer to the plastering contract in the examination previously, because the contract was broken, and I did not consider that the State had been injured a particle. If any fraud had been committed, I did not know it. In regard to the contracts, I was requested to draw up some. I took particular pains in drawing up the first one, as I supposed others would be drawn up by it, and I wanted a faultless one. I think it was a gravel contract. All the members of the Executive Committee were particularly instructed to interest themselves in securing good contracts, and see that the work was well performed. Mr. Weller spent much time on the building. I cannot say with whom Kneidler consulted. I never had any more to do with contracts than I have represented. They asked me to perform duties as Treasurer; but there never was any money, and the task was not onerous. The square was deeded to the State by the city. I have the deed here in my possession [produced and inspected]. The first Executive Committee consisted of Fitzgerald, Denman, and Weller; sometime after Denman resigned, and Braly was appointed; after Braly, Moulder and Bryant were appointed. [Loose minutes of the Executive Committee on a sheet of paper shown.] Can't say whether these are the minutes of the Board or not. If the meeting

to which these minutes refer took place in the Auzerais House parlor, when there had been an Executive Committee meeting, and I was called in to make a quorum for the Board of Trustees, these minutes are probably correct. [The minutes referred to recorded the adoption of a resolution to employ Lenzen to furnish specifications as they were desired, October twenty-seventh, eighteen hundred and seventy.]

I cannot explain why some contracts have not been signed; that was the duty of the Executive Committee. I protested against the contract with Kneedler, and voted against it. I do not know whether the contract is rescinded or not; I never saw the minutes of the Executive Committee. The deed for the square was placed in my charge. The deed was drawn up by the city and presented to me. The writing is that of the City Clerk; he had no special interest in it. I don't know whether the Board of Trustees ever examined the deed or not. They requested me to place it on record. It is a conditional deed, demanding or requiring that the school is to be retained there or the land reverts to the city. The people demanded that such a deed be drawn up; they would give no other.

*Mr. Silent*—I think I can explain the cause of that, as it was by my instigation that it was drawn up. There was an attempt to take the square, or a portion of it, for a railroad depot. That clause was put in to prevent the land being used for any other purpose than for the State Normal School.

Mr. Ryland stated, in answer to a question, that the cost of the building would exceed the worth of the square.

Mr. Silent and others dissented.

Mr. Braly was instructed to produce the record of the milling contract. The attention of the committee was called to the wording of the advertisement, by Mr. Silent, who said it differed from the terms of the contract on record. The contract for the windows was separate from that of the molding. Mr. Silent introduced this to prove that the contract for sash, etc., was not let to the lowest bidder.

## TESTIMONY OF MR. WATTERMANN.

Mr. WATTERMANN sworn, deposed:

Am a merchant—one of the firm of Pfister & Co. I furnished material for the State Normal School building, such as lime, cement, nails, and hardware; furnished very little of the hardware used; perhaps one thousand dollars or one thousand two hundred dollars.

Question—Have the Board of Trustees, or any member of the Executive Committee, made propositions to you to secure a percentage or a commission?

Answer—No.

Q.—Has any person connected with the building demanded or received any money or any consideration whatever?

A.—No.

By Mr. Mott—Prices were not always asked when goods were furnished?

A.—We furnished goods at fair and reasonable prices. Sold lime at market price; screws, ordinary size, were furnished at seventy-five cents; nails, seven dollars and fifty cents. That was not over the market price at the time. The price was agreed to by the Superintendent. Nails raised in price from six dollars to eight dollars. Grindstones were worth five and five and a half cents; concrete, four dollars and fifty cents, four dollars and seventy-five cents, and five dollars; when scarce, it was worth five dollars. We gave in a bid for lime and cement. Mr. Rear-don, Mr. Braly, and Mr. Lilley came and bought goods; no one else. No percentage was allowed to any one.

TUESDAY, January 30th—P. M.

Edward Pomeroy, who had been appointed to make a correct return of the amount of lumber used in the State Normal School building according to the books of the Clerk, made the following report:

Redwood, common.....	214,179
Redwood, surfaced.....	23,591
Redwood, Mendocino, surfaced.....	36,137
Tongued and grooved redwood.....	86,818
Tongued and grooved Oregon pine.....	95,886
Select lumber.....	768
Clear lumber.....	174,921
Oregon pine, thirty-two feet and under.....	166,349
Oregon pine, wider than eighteen inches.....	49,081
Fir lumber.....	74,868
	<hr/> 1,208,998 <hr/>
Shingles .....	2,400
Shingles, extra sawed.....	43,500
	<hr/> 45,900 <hr/>

### TESTIMONY OF MESSRS. COOK AND DENNY.

Messrs. Cook and DENNY, experts appointed to measure lumber in the State Normal School building, were sworn, and deposed that they had made a correct estimate of the lumber used in the building, to the best of their ability, and also an estimate of the number of brick used. According to their measurement there was one million one hundred and forty thousand five hundred and eighty-four feet of lumber, and four hundred and twenty thousand brick—(kiln account.)

*By Mr. Silent*—Did you make the usual allowances for waste?

*Answer*—(*Denny*)—We made the same allowances for waste that we would if we had taken the building to construct by contract. I am an experienced builder.

*Q.*—There is an evident discrepancy in the amount of your report and the others. Might not that have occurred by the wastage which would occur in the lengths?

*A.*—It might have, but it is improbable, for the lumber is generally ordered, by an experienced builder, of a proper length.

*Q.*—In what proportion did you allow for wastage?

*A.*—On rough flooring, one and one fourth per cent; outside sheathing, four-inch, one fifth per cent; for narrow stuff we made a greater allowance, and allowed generally from five to ten per cent loss, according to what the lumber was used for; we added the percentage to our amount.

*By Mr. Silent*—Does your estimate include all possible wastage?

*A.*—It includes wastage for lumber as we found it; if the lumber came longer than necessary, then the wastage was more, of course.

*By the Chairman*—Explain to the committee, Mr. Denny, upon what system, or how you carried out your measurements.

*A.*—We commenced on the lower wall and measured up, as we should for building, taking the dimensions, length, breadth, and height, and computing how much lumber, or how many sticks of a certain size, were in a given space.

*Q.*—Did you actually count the pieces, or make a running measure?

*A.*—We took the studding, etc., by plan, and then went through and inspected the building.

*By the Chairman*—Don't you consider that a loose way?

*A.*—It was a fair approximate; I have often made estimates of the kind, and usually found them correct.

## TESTIMONY OF G. W. KNEEDLER.

G. W. KNEEDLER sworn, deposed:

I reside in San José; have resided here for the past seven or eight years; I am a dealer in brick, lime, stone, cement, etc.; I have followed the contracting business for the past eight years; I furnished brick, lime, granite, and cement, for the State Normal School building.

*Question*—How many brick did you furnish?

*Answer*—I believe about four hundred and thirty-one thousand.

*Q.*—How much lime?

*A.*—I don't recollect.

*Q.*—Well, about how much—eight hundred barrels?

*A.*—No.

*Q.*—Seven hundred and fifty?

*A.*—No; probably not over three hundred; between two and three hundred.

*By the Chairman*—I wish you could give a close approximate.

*A.*—I cannot without reference to my books; but am certain it was between two and three hundred barrels.

*Q.*—Well, what else did you furnish?

A.—Some granite.

Q.—What else?

A.—Some cement; a small amount.

Q.—How much?

A.—Not over ten or twelve barrels; maybe not so much.

Q.—How many brick did you furnish?

A.—I believe four hundred and thirty-one thousand; I think that is all the material I furnished, except what I furnished for plastering.

Q.—What did you furnish for that?

A.—In addition to the above; two hundred and eighty barrels of lime, about four hundred and fifty thousand lath, ten kegs, or thereabouts, of lathing nails, two hundred loads of sand, and one thousand seven hundred pounds of plasterers' hair.

Q.—Was that all?

A.—I don't think of anything else.

Q.—How much labor did you furnish?

A.—I have no idea; the lath were put on by the thousand; I have forgotten how long they worked; we furnished some bricklayers.

Q.—How many and how long?

A.—About twenty-one days work; that is my impression.

Q.—How much did you charge for them?

A.—Six dollars or six and a half.

Q.—What else did you furnish, Mr. Kneedler?

A.—I furnished a lot of scaffolding; there was no charge made for that; that is all I recollect; there may be some small items I have forgotten.

Q.—What did you get per thousand for your brick?

A.—Got the contract to furnish brick at ten dollars per thousand.

Q.—From whom did you get the contract?

A.—From the Building Committee.

Q.—Which one?

A.—Don't recollect.

Q.—Was it Mr. Weller?

A.—It might have been; I don't recollect; I believe Weller was present.

Q.—Can't you tell definitely whether you got the contract from Weller or from other members of the committee; this is an important point, and we want a definite answer?

A.—I don't remember that any other member except Weller was present; my impression is that Weller opened the bids.

*By the Chairman*—Then I presume I can deduce from your answer that you received the contract from Weller?

A.—I know that Mr. Weller was present; whether other members were present or not I can't say. Mr. Weller opened and read the bids.

Q.—Shall I put it down, then, that you got the contract from Weller, or not?

A.—Weller opened the bids.

Q.—That is not the question; we desire to know from whom you received orders to furnish the brick, or who told you to commence?

A.—I do not distinctly remember, but some one told me.

Q.—Who was present at the time the bids were opened?

A.—Weller was present; he opened the bids; I think Reardon, the Superintendent, was present.

Q.—Well, he had nothing to do with the contracts, in the way of letting them, who else was present?

A.—There was a crowd; I don't remember who was there; my attention was engaged in listening to the bids as they were read.

*By the Chairman*—Now, Mr. Kneedler, did you or did you not secure that brick contract through the influence of Mr. Weller?

A.—I know that Mr. Weller opened the bids; any further proceeding I know nothing about.

Q.—You know whether you got the contract from Mr. Weller, or from some other member of the Board, do you not?

A.—It was simply a matter of opening the bids.

Q.—Then from whom did you get authority to furnish the brick?

A.—Well, I heard the bids read; mine was the lowest; then it was published in the papers; I presume the contract was awarded by a resolution of the Board of Trustees.

Q.—Now, Mr. Kneedler, you are a business man; do you think that, without any authority whatever, a man who furnishes material as you have done can recover one cent of pay?

A.—I considered I had authority; my bid was the lowest; it was published as such, and it was generally known that I had the contract.

*By the Chairman*—Mr. Kneedler, I have consulted with the committee, they are persistent that you shall tell from whom you got the contract; they feel satisfied that you know, and that by equivocating and prevaricating you are attempting to conceal the truth; we do not desire to proceed to extreme or rough measures, but we are going to use our authority to get at facts and truths, and we will have them.

A.—I don't propose to tell anything but the truth.

Q.—Then who awarded the bids for the brick contract?

A.—I don't know; Weller opened and read them.

Q.—Does simply opening and reading the bids award them?

A.—Well, yes; I consider that the lowest bid secures the contract.

Q.—Then they have no right to reject any, but must accept the lowest, even if it is the only one, and is exorbitantly high?

A.—The bids were not awarded when they were opened.

Q.—Then you received some notification that the award had been made to you?

A.—Yes, I suppose so.

Q.—Was it written or verbal, and who notified you?

A.—I can't remember.

Q.—Who told you to go ahead and furnish brick?

A.—I don't know; I suppose it was the Superintendent.

*Chairman*—Mr. Kneedler, your persistent equivocation completely blocks the game.

A.—I don't want to be considered as equivocating.

*Chairman*—We want but a few straightforward answers to our questions; there are a few points we wish to determine, but your obstinacy causes a needless and tedious process to discover nothing.

A.—I am sure I am giving all the information I have, but if allowed to state matters in my own way, I might make things more clear.

*Chairman*—Go on and make your own statement.

When the Normal School was first commenced I was not in the brick business. A brickmaker came to me and wanted me to use his brick and put in a bid at a certain figure, as he was satisfied he could not get the contract anyhow. I told him I would consider over it. The next day I went to another brickmaker with the intention of making them join in together to furnish the brick, and letting me do the bidding. He declined to agree to my proposal. In the course of the same day I



saw Mr. Reardon, and I told him I was going to bid on the brick, and I believed I could furnish them cheaper than any other man. As I expected, I was waited on next day by an outside party, who told me he could assist in making an arrangement between the brickmakers, whereby each was to furnish a certain share of brick at a stipulated price to me, to be furnished to the Normal School building.

Q.—Then you acted as a broker?

A.—That has been my business for five or six years. At the time I charged the Superintendent with having used his influence in the matter, he did not tell me whether he had or not; but I told him that I calculated to furnish the brick, and if he would drop the matter and stop his talk, I would give him more than he could expect to make otherwise. I told him I could furnish brick for eight dollars per thousand, only there were some claptrap requirements in the specifications, which did not amount to anything if they were not carried out. The Superintendent told me he would see what he could do. The next day another party told me an arrangement could be made. I had no further conversation with Reardon, but I received the impression that I could get the contract at ten dollars. There was but one other brickyard, and it could not furnish the bill. The specifications said that the brick should be handed off the wagon, and that there should be no pieces, which made a great difference; that is what I called claptrap. Well, I put my bid in for ten dollars; in the meantime I told Reardon I could fill the specifications for eight dollars, in the usual way, but if I delivered the brick according to the specifications strictly, it would cost ten dollars. The understanding was that it should be for eight dollars. I did not furnish brick in accordance with a strict regard to the specifications. I did not manufacture the brick; I purchased them of brickmakers; I bought them at different prices.

Q.—From whom did you buy, and what did you pay per thousand?

A.—I bought one hundred and twenty-five thousand from John Bremer, for which I paid eight dollars per thousand; the balance, three hundred and six thousand, cost me about six dollars and seventy-five cents per thousand.

*Chairman*—I understand, then, that you paid eight dollars per thousand for one hundred and twenty-five thousand, and six dollars and seventy-five cents for three hundred and six thousand, for all of which you charged the State ten dollars per thousand.

A.—Yes; that was the apparent transaction. Dreschmeyer said he had the brick on hand, and must sell them or go under. So on his brick, three hundred and six thousand, I made one dollar and twenty-five cents on each thousand; the other one hundred and twenty-five thousand I turned over at cost.

*Chairman*—There are two dollars per thousand not accounted for; some one made that; who was it?

A.—We had to get around that claptrap in the specifications. It will appear that I had to give two dollars per thousand to sell the brick.

Q.—To whom did you give it?

A.—My arrangements were made with Mr. Reardon; but he told me he divided with Weller.

Q.—Did you make any arrangements with Weller in regard to the brick?

A.—No; the agreement was made with Reardon; through him I secured the contract, or was enabled to fill it. I will say here, however, that after the brick had been furnished, Reardon came to me and said

he did not want any money; he disliked the transaction; and offered to let the matter go before the Board of Trustees and let them settle it as they pleased.

Q.—Did he receive the money then?

A.—No.

Q.—How long after that did he receive it?

A.—I do not remember; about one month or so afterward he came to me and said he was in a tight place and wanted to borrow some money. I loaned him three hundred dollars.

Q.—Did you not understand at the time that it was for securing the brick contract?

A.—I was willing to understand it as such.

Q.—Did you ever, directly or indirectly, at any time or place, pay him more than that upon that or any other contract, three hundred dollars?

A.—I did not pay any money to anybody.

Q.—Were all those brick furnished at one time for the foundation?

A.—No; we furnished about four hundred and twenty thousand for the foundation; since that, we have supplied ten or twelve thousand more for other purposes.

*Chairman*—Now, Mr. Kneeder, according to your statement some one made two dollars per thousand on four hundred and thirty-one thousand brick; who got it? You account only for one dollar per thousand, or a little less, paid to Reardon.

A.—We received certificates for ten dollars per thousand; the depreciation, etc., would not allow two dollars per thousand on all, and we did not agree at first to pay only two dollars per thousand on four hundred thousand.

Q.—How much lime did you furnish for the foundation?

A.—From two to three hundred barrels.

Q.—What did you get for the lime?

A.—We received two dollars and ten cents per barrel.

Q.—When did you get the lime contract?

A.—At the same time we got the brick contract.

Q.—Did you get it in the same way through Reardon or through Weller?

A.—Through neither.

*By the Chairman*—State to the committee from whom you received the lime contract?

A.—We got it the same time we did the brick contract; Weller opened the bids; mine and Pfister's were alike, and we agreed to furnish one half each.

*By the Chairman*—Mr. Kneeder, I have had some experience in opening bids and giving out contracts. The usual and legitimate way is to have a meeting of the Board of Trustees. The bids are opened and read by the Secretary. If undesirable, one or all are rejected; if accepted, a contract is made out and signed, and the contractor gives bonds. Was this the mode of procedure in your contracts with the Board of Trustees of the State Normal School? Did you give bonds for a faithful performance of the contracts?

[Mr. Ryland explained that the Board of Trustees, by a legislative enactment, did not have the letting of contracts. The Executive or Building Committee had control of that.]

A.—I did not give any bonds; none were required of me.

*By the Chairman*—Did you receive any written notice that your bid had been accepted?

A.—I do not remember that I did.

Q.—Who notified you?

A.—I do not remember.

Q.—How do you know, then, that you received the contract?

A.—I went into Weller's store at the time appointed for opening the bids; it was after dark; I could not or did not see who was present; there was quite a crowd; my attention was engaged to the opening and reading of the bids; Weller opened and read them.

*By the Chairman*—One thing you remember, you got the contract by some means from some one?

A.—Yes.

Q.—You furnished the material and received the pay therefor?

A.—Yes.

*By the Chairman*—Now, Mr. Kneedler, your memory is sadly deficient in the main points we want to arrive at. You got a contract to furnish two hundred or three hundred barrels of lime to the State at two dollars and ten cents per barrel, but cannot state from whom you received the notice of the contract?

A.—I'd like to state; it seems as if I ought to remember, but I can't; I was there when Weller opened the bids; heard them read; mine were the lowest; the next day the papers announced that I had received the contract, and I took it for granted that I had.

Q.—Did or do you feel under any obligations to anybody for securing that contract; the lime contract I mean?

A.—No, I do not.

*By the Chairman*—Are you not of the opinion that it was through Weller's influence you obtained it?

A.—No, I am not; I presumed, and do yet, that it was because my bid was the lowest.

Q.—Were there other bids at the same time?

A.—There were; Pfister, as I have said, and I think Anzerais also bid; Pfister and mine were alike, at two dollars and ten cents per barrel; we agreed to divide.

Q.—Did you, directly or indirectly, pay to any member of the Board of Trustees, or to any other person or persons connected with the building, or otherwise, any money or consideration whatever to secure that lime contract?

A.—No, sir; I did not pay one cent to anybody.

Q.—How much did you net on the lime?

A.—The lime was furnished at cost.

Q.—What else did you furnish?

A.—We furnished granite.

Q.—Where did that come from?

A.—From Rocklin, about one hundred and eighty miles from here.

Q.—How much did you furnish?

A.—I cannot now remember; I can remember that we did not make anything on it.

Q.—How did you get the granite contract?

A.—The same as I got the others.

Q.—How was that?

A.—Why, Weller opened the bids and read them; mine was the lowest.

Q.—Can't you remember how much the contract amounted to?

A.—No, I have forgot.

*Mr. Silent*—I have the account here; it amounted to seven hundred and fifty dollars.

*By the Chairman*—Now, Mr. Kneeder, did you pay anybody either money or an equivalent, or promise to pay either, to secure that granite contract?

A.—No, sir; not one cent.

Q.—Did you furnish anything else for the construction of the building?

A.—I furnished lime for the plastering.

Q.—How much?

A.—About two hundred and eighty barrels.

Q.—How much did you get per barrel?

A.—I do not know; that was furnished on a contract to do the lathing and plastering of the whole building.

Q.—Who awarded you that contract?

A.—The Building Committee first awarded it to me.

Q.—Who were the Building Committee then?

A.—Weller, Braly, and Fitzgerald, I think.

Q.—Which one of the committee gave you the contract?

A.—Mr. Weller, I think.

Q.—Was Mr. Braly cognizant of it?

A.—I do not know that he was.

Q.—What was the contract?

A.—To lath and plaster the whole building at a cost not to exceed fifty-five cents per yard.

*By the Chairman*—Is not that an exorbitant price?

A.—I do not know that it is.

*By the Chairman*—It is but a short time ago I had a building thoroughly finished for thirty-five cents per yard, and am confident I can get the very best work done in the city for forty cents; did you make an estimate of the cost at the time?

A.—No, I did not make a close estimate; a plasterer told me that he had estimated it at twenty thousand square yards; I operated on that basis; afterward, I made an approximate estimate, and found it would not amount to so much; I thought it would be about fourteen thousand yards, which would cost eleven or twelve thousand dollars.

*By the Chairman*—You say you procured that contract through Weller; did you directly or indirectly give him any gold coin or other equivalent for procuring that contract?

A.—I should like to make a statement of my own in regard to that.

*By the Chairman*—Go on and make a statement.

A.—I expected, of course, that the material would be let to the lowest bidder, and I wanted a chance, and I spoke about the matter to different members of the committee. After a time Weller came to me and said they had no money, and it was decided it would be best to let the job out by contract, and asked me what I could do it for; I believe I told him that if the money was on hand, I could do it for forty-eight cents per yard, but if there was no money, I should charge enough more to pay the interest; he said there would be no money until after the first of April, when the Legislature would make an appropriation; I told him that if the money was on hand by April first, I could do it for fifty cents per yard, if not, I could not do it; he suggested that it was better to make a certainty and cover all contingencies, by setting it at fifty-five cents per yard; I said all right, but if the money was forthcoming April first, it could be done for fifty cents per yard; but if he was a mind to put on the extra five cents, I would not object; he said he thought

I could get it at fifty-five cents; and we separated. The next time we met he told me that the committee was satisfied, and I could consider that I had the contract.

*By the Chairman*—Was there a written contract?

A.—There was none signed at the time; some time after I began the work; I considered I had the contract upon his representations; some time after he came to me, said he was hard up and required one thousand dollars, which I gave to him.

Q.—Was it not understood between you that the one thousand dollars was for procuring the contract?

A.—No, I did not so consider it.

*By the Chairman*—Did you not pay Weller the one thousand dollars providing you could get fifty cents; and if you got fifty-five cents, were you not to pay him two thousand?

A.—No, sir; there was no such understanding.

Q.—Was there not some talk about paying him one thousand two hundred?

A.—Yes, there was when the supposition was that there was twenty thousand yards.

Q.—Now, was it not understood that you was to pay Mr. Weller five cents on twenty thousand yards?

A.—It looks that way, I'll admit; but such was not the case; I had made no calculation to that effect.

*By the Chairman*—I understand you to say that the one thousand dollars was indirectly paid to Weller because he secured the lathing and plastering contract?

A.—No, sir, I did not intimate so; it was a loose way of passing money.

Q.—How much work have you done?

A.—We have furnished all the material; what has not been used is now on the ground; I have not received pay, warrant, or certificate, for plastering; I still hold a bill against the State for the material and labor; I furnished the sand; I furnished it on the plastering contract without extra charge.

Q.—Have you ever done plastering contracts before?

A.—I have.

Q.—What did you usually get per yard?

A.—From forty to fifty cents per yard for first class work; I never done first class work cheaper.

*By the Chair*—That is much higher than it is in the city?

A.—These specifications were very stringent, and differed from the usual ones; they contained what I called claptrap.

Q.—What do you mean by that?

A.—Why they stated that the mortar must be mixed and lie in beds for six weeks before it is used; they specified how the hair was to be mixed, how long it was to lay, and other absurd propositions unusual here.

Q.—What kind of lime did you use in the plastering?

A.—Monterey lime.

Q.—Do you consider that equal to Santa Cruz lime?

A.—Yes, in every respect; in fact it is better, as it is freer from impurities, and is whiter. We keep both for sale at the same price, and give a customer his choice.

*By the Chair*—Have you furnished other materials, directly or indirectly, than those mentioned?

A.—No, sir; there may be some little items I have not remembered.

Q.—Do you know, and if you know will you tell, whether money has been used to secure contracts from other members of the committee?

A.—I have no knowledge, direct or indirect, of any money having been given to any one to secure contracts other than those mentioned.

*By Mr. Mott*—Hulse, your partner, testified that you told him that you could secure the plastering contract by paying one thousand dollars?

A.—I don't remember having made any remark or any conversation to that end; we had the contract long before we paid the thousand dollars.

*By Mr. Silent*—The brick, lime, and cement contracts were let at the same time; no award of brick was made at the time, that I remember; I saw the printed advertisements for three hundred thousand brick; the impression I received was that the contracts were to be opened at Weller's store; don't know from whom I received the impression; I went there between six and seven o'clock in the evening; I did not state that the doors were closed; it was after dusk; the house was crowded; Weller stood behind the counter; I think there were four bids for granite; I never had seen any of the bids before; I don't believe that I previously had contracts drawn for concrete, cement, and lime.

Q.—Did not you and Weller call at an attorney's office in this city to have contracts drawn up.

A.—I did call with Mr. Weller to have a contract drawn; it was to include brick, lime, and all.

Q.—Was that contract ever signed?

A.—I believe not; I can't remember now why it was not; it was neglected for some reason.

Q.—What were the figures for those contracts?

A.—I believe two dollars and ten cents for lime, and ten dollars for brick; for the freestone I have forgotten what it was, but granite and freestone were the same; it was optional with me to deliver either; there were two contracts drawn up; I objected to the first one; the second contract gave the exact figures; it was four hundred and twenty-five dollars for granite, and two hundred and eighty dollars for freestone; but it left it optional with me to furnish either; that is why I furnished all granite; I told the committee that the cost would be the same; the committee instructed me to furnish granite.

Q.—Your contract was to furnish granite and freestone to the amount of seven hundred and five dollars, and your bill is put at seven hundred and sixty dollars; how do you account for that?

A.—There were extras ordered by Mr. Lenzen, extra corner stones and other things, which I can't recollect, which makes the difference. The first conversation I had with any one in reference to the brick was with Mr. Dreschmeyer; spoke with Bremer a day or so afterwards; Kenney came to me and told me that Bremer would accede to my proposition, which was to furnish one hundred and twenty-five thousand brick at eight dollars; Dreschmeyer was to furnish three hundred and six thousand for six dollars and seventy-five cents.

Q.—Reardon was to get two dollars per thousand on four hundred thousand, was he?

A.—No; I was to pay it on three hundred thousand, but did not; I

instructed Hulse to give Reardon three hundred dollars, and Weller three hundred and forty.

Q.—Did you not have an arrangement made with all parties whereby you were to deliver six hundred brick for one thousand, or five hundred for six hundred, or five loads for six to be dumped off?

A.—No, sir; no such arrangements were made; some brick were rejected; I saw them; do not think that there were over one thousand; Lenzen rejected them; they were never used; I gave the State credit for them.

*By Mr. Silent*—Then, if you had one thousand rejected, you furnished four hundred and thirty-two thousand?

A.—I suppose so; I have made out the bills for the brick; don't know whether the bills show the credits for the rejected brick or not; I furnished Santa Cruz lime for the foundation; there is somewhere between twenty and twenty-five cents difference between Santa Cruz and Monterey lime; in selling I would rather furnish Monterey lime; I requested the clerk to keep the time of my plasterers; I can't remember the exact date of the lime contract; after the contract for plastering had been awarded, the Board of Trustees refused to indorse it; I don't know why; Mr. Ryland said it was because the newspapers and the people were finding fault with the conduct of affairs on the State Normal School building; it was about the time Lenzen came out with that article; think it was in the month of September; it might have been in July.

Q.—Was a written contract made for the plastering?

A.—I entered into a contract with the Building Committee, but the Trustees refused to ratify it; the matter rested for two months, when I went before the Board and explained to them how matters stood; that I had all the material on hand, etc., and they instructed the committee to let me go on; I paid Weller the one thousand dollars before the Trustees met; I don't remember whether it was before the contract was signed or not.

Q.—Who presented those notes to Reardon and Weller for signature; you or Hulse?

A.—Reardon came to me, and requested the note to be made out, as he owed me three hundred dollars, and had not the money to pay it, and wanted to give his note; I instructed my partner to make out the note.

## TESTIMONY OF C. E. CAMPBELL.

C. E. CAMPBELL, being sworn, deposed:

I am a tinner by occupation.

Question—Did you furnish any material for the State Normal School building?

Answer—I furnished my brother with some material, but had nothing at all to do with the State Normal School job; I did not furnish any laborers for the work on the building, and had no arrangement with anybody, neither a member of the Board of Trustees or the Building Committee, in regard to contracts; I was not approached, directly or indirectly, by any one in reference to contracts, labor, or material; have not furnished tools, money, or anything equivalent, to anybody upon an order from my brother.

## TESTIMONY OF J. R. DREW.

J. R. DREW, being sworn, deposed:

I am a stair builder by occupation; I worked on the State Normal School building a little over two and a half months; I worked by the day; I was employed by Reardon; I furnished the material for building the stairs; I went to San Francisco, bought the material of Noland & Dow; I bought from no one else; the extent of my purchases was about eight hundred dollars or nine hundred dollars; I purchased the material all at one time; I first measured the building for the quantity and quality, then went to the city, and made arrangements to have the material delivered at a certain time; I purchased the material in the name of my firm, and not for the State; the name of my firm is Donald, Dillon & Drew; I became personally responsible for the material; it is not yet paid for; I have received certificates from the clerk for the material; they amount to about nine hundred dollars; that is not the same amount I agreed to pay Noland & Dow; I charged the State the San Francisco market price, and paid freight; I had other expenses to add; I was allowed a percentage; Mr. Braly, clerk, and Mr. Reardon, the Superintendent, said I could have a percentage on purchases; that percentage was fourteen per cent; while purchasing material I was not allowed time for work; I tried to get it, but the Superintendent would not allow it; there is no history connected with the arrangement; I understood that on account of purchasing the material, becoming responsible for it, and waiting for my money, I had fourteen per cent; I employed four men to work for me; their names are John Hagan, Robert Tennant, John Ryan, and Richard Nagle; they received their own certificates for work; I paid Hagan three dollars per-day; Tennant, three dollars; Ryan, five dollars; and Nagle, two dollars and fifty cents; I paid these men direct out of my pocket; they received both certificates and pay, but indorsed their certificates back to me.

Q.—Had you any arrangement with any of the Board of Trustees, or the Superintendent, whereby they were to receive a consideration for obtaining the contract?

A.—No, sir, I made arrangements with no one.

Q.—Have you received an equivalent to money in the shape of a horse?

A.—No, I have received neither horse, cow, or any other animal, and have not had the offer of any.

*By the Chairman*—Mr. Drew, what time did you procure the material?

A.—Sometime in October.

Q.—How many trips did you make to San Francisco?

A.—I made four or five, for the purchase of material. I got no pay for my time, or passage money. I charged the State San Francisco market prices. I got more from the State than I paid for it in this way. The required lumber comes to San Francisco about eight inches in width. These strips are for the rising, which are generally the same height in all stairs, but for the State Normal School building the risers would have to be but six and a fourth inches in width. I found a firm which had a quantity of the narrow stuff on hand, the only lot in San Francisco. I purchased this at a reduced price, and charged the State the same as for eight inch. The material was good; just what I wanted. I do not think the whole bill amounted to fifty dollars. I have not furnished any other material whatever.



*To Mr. Mott*—I did not say that I charged eight inches for six; but I charged market price. I have not put up the material, but I have prepared the stuff. I worked myself. I quit work about the end of December. I have not rendered my bill for labor; my whole bill is about one thousand six hundred dollars or one thousand seven hundred dollars. I have received certificates, but I have not handed in my bill. Mr. Braly kept the time. He gave me warrants; I hold them yet.

*To Mr. Belden*—I am liable for the material, and not the State. The fourteen per cent was for interest and delay in waiting for money.

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EVENING SESSION.

TESTIMONY OF G. W. McCLELLAN.

G. W. McCLELLAN, sworn, deposed:

I reside at San José; I am a mill man by occupation; I have been in business ever since I have been here; the name of the firm is Metcalf & McClellan..

Question—Has your firm furnished material for the construction of the State Normal School building?

Answer—Yes.

Q.—What?

A.—Outside finish, and a little inside.

Q.—Any rustic?

A.—No, sir; mill work, such as cornices, and everything that has to be run through a machine, we furnished by contract; we obtained the contract by being the lowest bidder; the bids were advertised for, and our bid was the lowest; the bids were received by Mr. Braly, the Clerk of the building; I was not present at the opening of the bids; I have understood there were other bids; I don't know how many; I received information of the award of the contract; don't know from whom; I can't say whether we had a written contract or not; the amount of our first contract was ten thousand dollars; I cannot tell the amount of the others.

Q.—As a business man, would you be willing to take contracts to that amount without having them in writing?

A.—We have done so.

Q.—Don't you consider it a loose way in a business view?

A.—As there is a chance for a lien, I consider it safe; I can't say whether there was a written contract or not; to the best of my memory, I can't say that I have ever seen a written contract; partner signs sometimes, and sometimes myself; to the best of my memory I have never seen a contract; still I may have signed one, but cannot answer with certainty.

Q.—Did Weller give you this contract?

A.—I cannot answer that; my partner is the practical man of the firm, and takes all that upon himself; I keep the books.

Q.—In the contract for ten thousand dollars, did you not have an understanding with your partner?

A.—I do not remember the particulars concerning that particular contract.

Q.—From whom did you get the contract?

A.—I don't know, except from the fact we were the lowest bidders.

*By the Chairman*—Your answer infers that as you were the lowest bidders, the contract was awarded to you?

A.—Yes.

Q.—Have you completed that contract?

A.—Yes; have received no pay, but have warrants.

Q.—Who were your competitors in the bids?

A.—I do not know; other mill men in town, I suppose.

Q.—Who are they?

A.—Ball, Charles & Co., are the leading ones; I understood their bid was higher.

*By the Chairman*—The committee desire to know did you, directly or indirectly, use money or its equivalent in order to secure this contract?

A.—I did not.

Q.—Did your partner?

A.—Not that I know of; if he had, I should have known it; he informs me of all such transactions.

Q.—What was the other contract?

A.—It was for completing tower and other things; don't know that I could specify all the items.

Q.—How did you estimate upon it?

A.—Mr. Burkitt, our foreman, made the estimate.

Q.—What was the value of that last contract?

A.—I don't know precisely; my impression is that it was about three thousand dollars. I have kept the books until recently.

*By the Chairman*—I see here, in the items of the building account, that twenty-one thousand seven hundred and twenty-six dollars has been paid out for mill work; you have accounted for only thirteen thousand dollars; what was the balance for?

A.—There was another, which amounted to about five thousand dollars; then there were several smaller contracts for window frames; for sawing, working, and steaming lumber, which amounted to about three thousand dollars.

Q.—Has any one ever, directly or indirectly, approached you for a percentage on the work performed?

A.—No; no one.

Q.—Is not your firm in the habit of making allowances to those who procure you contracts?

A.—No, sir; not as a general thing.

Q.—Has not a percentage been allowed to the Clerk on the building?

A.—No; none. There has been no percentage allowed to any one; if there had been, I should have known, as I keep the books.

Q.—Do not those items go in sometimes on an extra charge of expenditure?

A.—Yes, sometimes; but still I should have known it if such had been the case. I have not had any conversation with Metcalf in regard to presents, and have made no presents. Have not conversed with anybody about my testimony here. I have kept books ever since I came here. Keep a day book, cash book, and ledger; those are all. Neither partner or myself have, directly or indirectly, allowed any compensation to any one for work on the State Normal School building.

*By Mr. Mott*—I have heard a rumor that you offered other mill men money not to compete with you; is it true?

A.—No; it is not.

## TESTIMONY OF J. W. METCALF.

J. W. METCALF sworn, deposes:

Have lived in San José four years; am a mill man. I have listened to my partner's testimony. In the business of obtaining contracts I generally do it; that is, I make the estimates and put in the bids. I managed the securing of the contracts between my firm and the Executive Committee of the State Normal School building. Sometimes my partner and myself look over bids together. If they are all right, we pass them in. I am an experienced mill man. I secured the ten thousand dollar contract from the Board of Trustees. I was present at the time they were opened; ours was about two thousand seven hundred dollars the lowest. It did not cost the firm one cent, directly or indirectly, to obtain the contract, or nothing in the shape of an equivalent. On the first cost of the frames I settled the price with Lenzen; but Reardon jewed us down.

*By the Chair*—It seems to me that twenty-one thousand dollars is a large amount for mill work?

A.—When we started in our bid was twenty-nine thousand dollars; we are going to fall short of that two thousand dollars; three thousand dollars is for steaming and working outside sheathing; the construction of sash, doors, inside blinds complete, is five thousand five hundred dollars; the moldings cost three-fourths of a cent; at a rough estimate, the moldings cost four thousand dollars at three fourths of a cent per inch; the whole will amount to over thirty thousand dollars, because the outside work, steaming and working the sheathing, was not calculated upon at first.

*By Mr. Silent*—I understood you to say you handed to Mr. Lenzen as near a complete estimate of the cost of the mill work as you could?

A.—I am not certain Lenzen got it.

Q.—It was for twenty-three thousand eight hundred and forty-nine dollars?

A.—That was not the one I made to the Board; Mr. Burkitt made it out about twenty-nine thousand dollars. I got the information of the contracts from advertisements; that is, the first one; the others, I suppose, I got from Reardon. I talked with no member of the Executive Committee in regard to contracts; I got my knowledge of contracts in a general way; when one was to let, workmen and everybody knew it. Burkitt's estimate covered all the mill work; it was a fair cash price, but waiting for so many months for money made ten per cent difference. I knew nothing about the twenty-nine thousand dollars except what Burkitt told me. He is a thorough mechanic, and as good an architect as there is in town. Have not paid, directly or indirectly, any commission for a contract on the State Normal School building. Reardon has been harder on me in this contract than when he worked for himself. I have made no present, nor have I placed money in any one's hands for anybody connected with the State Normal School building. I am not familiar with my books; I have a bookkeeper.

## TESTIMONY OF W. K. BETHEL.

W. K. BETHEL sworn, deposed:

I have not made applications for a contract to furnish material for the State Normal School building; I have not made applications to furnish sand or gravel. The only connection I have had with any contract was that I told Mr. Mills I would furnish teams to haul gravel if he got a bid, but his bid was seventy cents, and the contract was let for twenty-eight cents. Never had any conversation with any of the Board of Trustees, or any of the Executive Committee, in reference to contracts. I have no knowledge of any fraud or illegal transaction in connection with the State Normal School building, and do not know why I should be asked if I did.

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## THEODORE LENZEN RECALLED.

*By Mr. Caldwell*—Will you please state, Mr. Lenzen, what is the amount of the State's indebtedness to you now?

Answer—I received originally from the Board, five hundred dollars in warrants, and an order for one thousand seven hundred dollars. I have made details since, and rendered instruction, which amounts to one thousand dollars more, which makes two thousand seven hundred dollars now due.

## EXPENSES OF STATE NORMAL SCHOOL BUILDING,

*From September 1st, 1870, to December 30th, 1871.*

Superintendent's salary.....	\$3,410 00	
Clerk's salary.....	1,700 00	
Foreman.....	1,914 75	
Carpenters.....	37,530 00	
Painters.....	4,286 50	
Tinners and chimney makers.....	4,773 50	
Laborers.....	8,131 10	
Masons.....	2,139 37	
Stair builders.....	851 00	
Plumbers, gasfitters, and helpers.....	4,536 00	
Night watchman.....	1,183 94	
Sunday watchman.....	108 50	
Horse.....	178 75	
		\$70,743 41
Lumber.....	36,818 78	
Mill work.....	21,726 86	
Ornamental work.....	5,446 19	
Hardware.....	3,587 12	
Printing.....	107 10	
Stationery.....	77 35	
Sand.....	400 90	
Gravel.....	521 14	
Plumbing and gasfitting material.....	7,167 05	
Water.....	414 00	
Brick.....	4,317 60	
Lime.....	2,580 85	
Cement.....	4,530 90	
Wrought iron.....	3,678 43	
Cast iron.....	1,110 35	
Granite.....	760 00	
Paints.....	2,285 81	
Lead box for corner-stone, stove, etc.....	23 50	
Material for roof and chimneys.....	6,514 02	
Dirt for grading.....	731 50	
T. Lenzen, Architect.....	500 00	
A. T. Herman, survey of site.....	45 00	
H. R. Leonard, for plans.....	200 00	
Chairs.....	12 50	
		\$103,556 95
Balance.....		4 88
		\$174,305 24
Amount paid.....		89,122 33
		\$85,182 91
Unpaid balance.....		

## ACCOUNTS AGAINST STATE NORMAL SCHOOL BUILDING,

*For salaries, labor, and material, in June, 1871.*

No.	Name and service.	Amount.
502	P. W. Reardon, Superintendent.....	\$230 00
503	J. M. Braly, Clerk.....	110 00
504	Thomas Dickson, carpenter.....	104 00
505	Thomas Madden, carpenter.....	104 00
506	James Howard, carpenter.....	104 00
507	S. W. De Lacy, carpenter.....	100 00
508	W. E. Bennett, carpenter.....	104 00
509	B. F. Whipple, carpenter.....	94 00
510	C. P. Fairfield, carpenter.....	100 00
511	A. F. Ashley, carpenter.....	98 00
512	O. V. Wallace, carpenter.....	94 00
513	H. Rivers, carpenter.....	104 00
514	C. W. Cook, carpenter.....	92 00
515	C. A. Clemence, carpenter.....	104 00
516	R. A. Bulmer, carpenter.....	104 00
517	Morgan Miles, carpenter.....	100 00
518	Thomas Clark, carpenter.....	104 00
519	P. Hollister, carpenter.....	104 00
520	W. S. Boyles, carpenter.....	100 00
521	H. W. Maloney, carpenter.....	102 00
522	J. Elliott, carpenter.....	104 00
523	George C. Russell, carpenter.....	104 00
524	H. J. Bradley, carpenter.....	96 00
525	M. F. Harley, carpenter.....	32 00
526	L. J. Abell, carpenter.....	92 00
527	T. M. Lilley, carpenter.....	9 75
528	A. B. Estabrook, carpenter.....	54 00
529	S. B. Squires, carpenter.....	20 00
530	William La Piere, carpenter.....	20 00
531	Harry King, laborer.....	17 50
532	John Curry, laborer.....	20 00
533	E. Givens, watchman.....	85 00
534	John Brophy, Sunday watchman.....	6 75
535	A. W. Henning, painter.....	76 50
536	D. McGinley, painter.....	88 00
537	M. Campbell, tinner's services.....	742 00
538	W. K. Bethell, for horse.....	30 00
539	William Fruhling & Co., wrought iron.....	17 60
540	M. Campbell, roofing material.....	348 38
541	Henning & McKee, paints.....	199 81
542	George H. Hare, stationery.....	3 75
543	San José Water Company, for water.....	20 00
544	A. Pfister & Co., hardware, lime, and cement.....	345 20
545	W. P. Dougherty & Co., lumber.....	77 75
546	Metcalf & McLellan, mill work.....	186 50
Total for month of June.....		\$4,952 49

No.	Name and service.	Amount.
<i>For Month of July.</i>		
547	P. W. Reardon, Superintendent.....	\$230 00
548	J. M. Braly, Clerk.....	110 00
549	Thomas Dickson, carpenter.....	100 00
550	Thomas Madden, carpenter.....	100 00
551	James Howard, carpenter.....	96 00
552	S. W. De Lacy, carpenter.....	96 00
553	S. B. Squires, carpenter.....	100 00
554	W. E. Bennett, carpenter.....	100 00
555	B. F. Whipple, carpenter.....	100 00
556	C. P. Fairfield, carpenter.....	88 00
557	A. F. Ashley, carpenter.....	72 00
558	O. V. Wallace, carpenter.....	84 00
559	H. Rivers, carpenter.....	100 00
560	C. W. Cook, carpenter.....	28 00
561	A. B. Estabrook, carpenter.....	100 00
562	C. A. Clemence, carpenter.....	98 00
563	R. A. Bulmer, carpenter.....	100 00
564	Morgan Miles, carpenter.....	88 00
565	Thomas Clark, carpenter.....	100 00
566	P. Hollister, carpenter.....	100 00
567	William La Piere, carpenter.....	100 00
568	W. S. Boyles, carpenter.....	100 00
569	H. W. Maloney, carpenter.....	99 00
570	J. Elliott, carpenter.....	98 00
571	George C. Russell, carpenter.....	100 00
572	H. J. Bradley, carpenter.....	95 00
573	L. J. Abel, carpenter.....	100 00
574	Harry King, laborer.....	87 50
575	John Curry, laborer.....	101 00
576	E. Givens, night watch.....	85 00
577	A. W. Henning, painter.....	69 00
578	D. McGinley, painter.....	42 00
579	M. Campbell, tinnerns' services.....	619 00
580	D. Hogan, gasfitter.....	69 00
581	J. C. Coreoran, helper.....	36 00
582	Thomas Kelleher, gasfitter.....	72 00
583	E. J. Bradford, gasfitter.....	69 00
584	John Nevill, helper.....	34 50
585	John Hegarty, gasfitter.....	66 00
586	P. Stewart, plumber.....	66 00
587	William Cole, helper.....	3 00
588	Henry Humphrey, helper.....	3 00
589	Metcalf & McLellan, mill work.....	272 86
590	Henning & McKee, paints.....	95 83
591	W. P. Dougherty & Co., lumber.....	1,235 48
592	A. Pfister & Co., lime, cement, and hardware.....	454 91
593	San José Water Co., water.....	20 00
Total for July.....		\$6,183 08

No.	Name and service.	Amount.
<i>Expenses for August.</i>		
594	P. W. Reardon, Superintendent.....	\$230 00
595	J. M. Braly, Clerk.....	110 00
596	Thomas Dickson, carpenter.....	108 00
597	Thomas Madden, carpenter.....	108 00
598	James Howard, carpenter.....	104 00
599	S. W. De Lacey, carpenter.....	98 00
600	S. B. Squires, carpenter.....	100 00
601	W. E. Bennett, carpenter.....	108 00
602	B. F. Whipple, carpenter.....	102 00
603	C. P. Fairfield, carpenter.....	102 00
604	A. F. Ashley, carpenter.....	106 00
605	O. V. Wallace, carpenter.....	82 00
606	H. Rivers, carpenter.....	108 00
607	C. A. Clemence, carpenter.....	104 00
608	R. A. Bulmer, carpenter.....	108 00
609	A. B. Estabrook, carpenter.....	26 00
610	Morgan Miles, carpenter.....	106 00
611	Thomas Clark, carpenter.....	104 00
612	P. Hollister, carpenter.....	104 00
613	William La Piere, carpenter.....	107 00
614	W. S. Boyles, carpenter.....	108 00
615	H. W. Maloney, carpenter.....	108 00
616	J. Elliott, carpenter.....	102 00
617	George C. Russell, carpenter.....	108 00
618	H. J. Bradley, carpenter.....	108 00
619	L. J. Abel, carpenter.....	28 00
620	J. J. McDaniel, carpenter.....	100 00
621	George Fitzgerald, carpenter.....	88 00
622	M. F. Harley, carpenter.....	80 00
623	C. W. Jordan, carpenter.....	64 00
624	D. A. Chamberlain, carpenter.....	54 00
625	M. D. Green, carpenter.....	58 00
626	James A. Ellis, carpenter.....	56 00
627	Charles Welty, carpenter.....	52 00
628	Charles Rockwell, carpenter.....	32 00
629	D. Van Iderstine, carpenter.....	16 00
630	M. Campbell, tinnerns and pipe-makers.....	924 00
631	Dennis Hogan, gasfitter.....	162 00
632	J. C. Corcoran, helper.....	81 00
633	Thomas Kelleher, gasfitter.....	157 50
634	E. J. Bradford, gasfitter.....	145 50
635	John Nevill, helper.....	81 00
636	John Hagarty, gasfitter.....	162 00
637	P. Stewart, plumber.....	150 00
638	William Cole, helper.....	66 00
639	Henry Humphrey, helper.....	9 00
640	William Kelly, helper.....	7 50
641	A. W. Henning, per Whipple, painter.....	78 00



No.	Name and service.	Amount.
642	Ed. Kronholm, painter.....	\$8 00
643	James Mulvenna, painter.....	62 00
644	D. McGinley, painter.....	30 00
645	Harry King, laborer.....	94 50
646	John Curry, laborer and Sunday watchman.....	104 50
647	E. Givens, watchman.....	85 00
648	McNally & Hawkins, plumbing and gasfitting material .....	3,633 64
649	M. Campbell, sheet-iron, tin, etc.....	2,310 21
650	Metcalf & McLellan, mill work and gravel.....	5,286 82
651	Henning & McKee, paints.....	181 89
652	A. Pfister & Co., hardware and cement.....	382 25
653	W. P. Dougherty & Co., lumber.....	1,773 45
654	San José Water Co., water.....	20 00
Total for August.....		\$19,282 76
<i>Expenses for September.</i>		
655	P. W. Reardon, Superintendent.....	\$230 00
656	J. M. Braly, Clerk.....	110 00
657	Thomas Dickson, carpenter.....	104 00
658	Thomas Madden, carpenter.....	104 00
659	James Howard, carpenter.....	64 00
660	S. W. De Lacy, carpenter.....	98 00
661	S. B. Squires, carpenter.....	90 00
662	W. E. Bennett, foreman.....	117 00
663	B. F. Whipple, carpenter.....	87 00
664	C. P. Fairfield, carpenter.....	104 00
665	A. F. Ashley, carpenter.....	71 00
666	O. V. Wallace, carpenter.....	90 00
667	H. Rivers, carpenter.....	104 00
668	C. A. Clemence, carpenter.....	104 00
669	R. A. Bulmer, carpenter.....	104 00
670	Morgan Miles, carpenter.....	104 00
671	Thomas Clark, carpenter.....	104 00
672	P. Hollister, carpenter.....	104 00
673	William La Piere, carpenter.....	96 00
674	W. S. Boyles, carpenter.....	95 00
675	H. W. Maloney, carpenter.....	96 00
676	J. Elliott, carpenter.....	98 00
677	George C. Russell, carpenter .....	104 00
678	H. J. Bradley, carpenter.....	92 00
679	J. J. McDaniel, carpenter.....	103 00
680	George Fitzgerald, carpenter.....	104 00
681	M. F. Harley, carpenter.....	100 00
682	C. W. Jordan, carpenter.....	100 00
683	D. A. Chamberlain, carpenter.....	102 00
684	M. D. Green, carpenter.....	96 00
685	James A. Ellis, carpenter.....	104 00

No.	Name and service.	Amount.
686	Charles Welty, carpenter.....	\$50 00
687	Charles Rockwell, carpenter.....	104 00
688	D. Van Iderstine, carpenter.....	104 00
689	P. R. Wells, carpenter.....	80 00
690	Charles Curdts, carpenter.....	72 00
691	H. A. De Lacy, carpenter.....	70 00
692	F. T. Maynard, carpenter.....	72 00
693	Edwin Sears, carpenter.....	70 00
694	John Madden, carpenter.....	35 00
695	E. Melloron, carpenter.....	20 00
696	R. H. Morrison, carpenter.....	24 00
697	M. Campbell, for tinnern and pipe-makers.....	542 50
698	P. Maloney, tinner.....	117 50
699	Denis Hogan, gasfitter.....	156 00
700	J. C. Corcoran, helper.....	76 50
701	Thomas Kelleher, gasfitter.....	147 00
702	E. J. Bradford, gasfitter.....	154 50
703	John Nevill, helper.....	77 25
704	John Hegarty, gasfitter.....	156 00
705	P. Stewart, plumber.....	156 00
706	William Kelly, helper.....	78 00
707	A. W. Henning, painter (Henning and Whipple)...	229 50
708	James Mulvenna, painter.....	101 00
709	D. McGinley, painter.....	97 00
710	E. Kronholm, painter.....	96 00
711	Hugh Gallegher, painter.....	50 00
712	J. F. Soderstrom, painter.....	68 00
713	James Edmonds, painter.....	64 00
714	Thomas Jarman, painter.....	24 00
715	Edwin Sprague, painter.....	24 00
716	James Barlow, painter.....	16 00
717	Harry King, laborer.....	85 75
718	John Curry, laborer and Sunday watchman.....	101 00
719	Pat. Dunn, laborer.....	66 50
720	Pat. McDermott, laborer.....	59 50
721	Pat. Ireland, laborer.....	54 25
722	James Miner, laborer.....	49 00
723	Thomas McNamara, laborer.....	42 00
724	E. Givens, watchman.....	85 00
725	George H. Hare, stationery.....	4 70
726	W. P. Dougherty & Co., lumber.....	1,915 30
727	McNally & Hawkins, plumbing and gasfitting material.....	1,450 05
728	Henning & McKee, paints.....	533 09
729	A. Pfister & Co., hardware, lime, and cement.....	397 62
730	William Fruhling & Co., wrought iron.....	703 75
731	Metcalf & McLellan, mill work.....	3,165 83
732	San José Water Company, water.....	20 00
733	J. H. Cunan, sand and dirt.....	15 00
734	Peter Doyle, dirt.....	50 50

	Name and service.	Amount.
735	Guy Douglas, sand.....	\$35 00
736	Kneedler & Hulse, lime and cement.....	112 75
737	M. Campbell, sheet iron, tin, etc.....	248 15
	Total for September.....	\$15,509 49
	<i>Expenses for October.</i>	
738	P. W. Reardon, Superintendent.....	\$230 00
739	J. M. Braly, Clerk.....	110 00
740	Thomas Dickson, carpenter.....	104 00
741	Thomas Madden, carpenter.....	104 00
742	James Howard, carpenter.....	88 00
743	S. W. De Lacy, carpenter.....	104 00
744	S. B. Squires, carpenter.....	94 00
745	W. E. Bennett, foreman.....	156 00
746	B. F. Whipple, carpenter.....	98 00
747	C. P. Fairfield, carpenter.....	104 00
748	O. V. Wallace, carpenter.....	104 00
749	H. Rivers, carpenter.....	83 00
750	C. A. Clemence, carpenter.....	104 00
751	R. A. Bulmer, carpenter.....	104 00
752	Morgan Miles, carpenter.....	100 00
753	Thomas Clark, carpenter.....	104 00
754	P. Hollister, carpenter.....	100 00
755	William La Piere, carpenter.....	104 00
756	W. S. Boyles, carpenter.....	104 00
757	H. W. Maloney, carpenter.....	104 00
758	J. Elliott, carpenter.....	104 00
759	George C. Russell, carpenter.....	104 00
760	H. J. Bradley, carpenter.....	35 00
761	J. J. McDaniel, carpenter.....	104 00
762	George Fitzgerald, carpenter.....	104 00
763	M. F. Harley, carpenter.....	104 00
764	C. W. Jordon, carpenter.....	104 00
765	D. A. Chamberlain, carpenter.....	81 00
766	M. D. Green, carpenter.....	94 00
767	James A. Ellis, carpenter.....	104 00
768	Charles Welty, carpenter.....	104 00
769	Charles Rockwell, carpenter.....	96 00
770	D. Van Iderstine, carpenter.....	70 00
771	P. R. Wells, carpenter.....	104 00
772	Charles Curdts, carpenter.....	104 00
773	H. A. De Lacy, carpenter.....	104 00
774	F. T. Maynard, carpenter.....	104 00
775	Edwin Sears, carpenter.....	104 00
776	John Madden, carpenter.....	91 00
777	E. Mellown, carpenter.....	104 00
778	R. H. Morrison, carpenter.....	88 00
779	J. M. Conner, carpenter.....	010 00

No.	Name and service.	Amount.
780	A. F. Ashly, carpenter.....	\$38 00
781	J. R. Drew, stair-builder.....	48 00
782	M. Campbell, for tinnors and pipe-makers.....	410 50
783	P. Maloney, tiuner.....	205 50
784	D. Hogan, gasfitter.....	144 00
785	J. C. Corcoran, helper.....	78 00
786	Thomas Kelleher, gasfitter.....	156 00
787	E. J. Bradford, gasfitter.....	36 00
788	John Nevill.....	78 00
789	John Hegarty.....	48 00
790	P. Stewart.....	150 00
791	William Kelly.....	78 00
792	John Greenhalgh.....	58 50
793	Morgan Toy.....	36 00
794	A. W. Henning, painter, (self and Whipple).....	234 00
795	James Mulvenna, painter.....	104 00
796	D. McGinley, painter.....	104 00
797	Ed. Kronholm, painter.....	55 00
798	Hugh Gallegher, painter.....	104 00
799	J. F. Soderstrom, painter.....	24 00
800	James Edmonds, painter.....	94 00
801	Thomas Jarman, painter.....	103 00
802	Edwin Sprague, painter.....	102 00
803	James Barlow, painter.....	93 00
804	R. H. Riggs, painter.....	96 00
805	John Steadman, painter.....	52 00
806	James Creary, painter.....	24 00
807	Harry King, laborer.....	91 00
808	John Curry, laborer and Sunday watchman.....	101 00
809	Patrick Dunn, laborer.....	91 00
810	Patrick McDermott, laborer.....	82 25
811	Thomas McNamara, laborer.....	91 00
812	James Miner, laborer.....	91 70
813	Charles Wiedeman, laborer.....	63 00
814	Patrick Ireland, laborer.....	56 00
815	Patrick Cahill, laborer.....	35 00
816	Thomas Brady, bricklayer.....	21 00
817	John P. Steele, bricklayer.....	21 00
818	William Ingram, bricklayer.....	6 00
819	E. Givens, watchman.....	90 00
820	Donald McKenzie, ornamental work.....	1,165 35
821	E. Power, ornamental work.....	1,760 59
822	W. S. Bradley, sand.....	38 40
823	A. Pfister & Co., hardware, cement, and lime.....	562 07
824	Henning & McKee, paints.....	443 31
825	William Fruhling & Co., wrought iron.....	264 50
826	M. Campbell, sheet iron, tin, etc.....	687 63
827	Metcalf & McLellan, mill work.....	2,945 73
828	McNally & Hawkins, plumbing and gasfitting material.....	586 51

No.	Name and service.	Amount.
829	Kneedler & Hulse, lime and brick.....	\$173 75
830	W. P. Dougherty & Co., lumber.....	2,247 58
831	San José Water Company, water.....	30 00
832	Guy Douglas, gravel, sand, and dirt.....	29 25
833	Peter Doyle, dirt.....	621 00
834	William A. January, printing.....	10 00
	Total for October.....	\$19,451 42
<i>Expenses for November.</i>		
835	P. W. Reardon, Superintendent.....	\$230 00
836	J. M. Braly, Clerk.....	110 00
837	W. E. Bennett, foreman.....	150 00
838	Thomas Dickson, carpenter.....	100 00
839	Thomas Madden, carpenter.....	100 00
840	James Howard, carpenter.....	20 00
841	S. W. De Lacy, carpenter.....	88 00
842	S. B. Squires, carpenter.....	88 00
843	B. F. Whipple, carpenter.....	94 00
844	C. P. Fairfield, carpenter.....	100 00
845	O. V. Wallace, carpenter.....	78 00
846	H. Rivers, carpenter.....	100 00
847	C. A. Clemence, carpenter.....	82 00
848	R. A. Bulmer, carpenter.....	88 00
849	Morgan Miles, carpenter.....	76 00
850	Thomas Clark, carpenter.....	92 00
851	P. Hollister, carpenter.....	96 00
852	William La Piere, carpenter.....	83 00
853	H. W. Maloney, carpenter.....	88 00
854	J. Elliott, carpenter.....	92 00
855	George C. Russell, carpenter.....	98 00
856	H. J. Bradley, carpenter.....	12 00
857	George Fitzgerald, carpenter.....	100 00
858	M. F. Harley, carpenter.....	102 00
859	C. W. Jordan, carpenter.....	98 00
860	D. A. Chamberlain, carpenter.....	83 00
861	M. D. Green, carpenter.....	94 00
862	J. A. Ellis, carpenter.....	98 00
863	Charles Welty, carpenter.....	96 00
864	Charles Rockwell, carpenter.....	71 00
865	P. R. Wells, carpenter.....	100 00
866	Charles Curdts, carpenter.....	100 00
867	H. A. De Lacy, carpenter.....	95 00
868	F. T. Maynard, carpenter.....	76 00
869	Edwin Sears, carpenter.....	79 00
870	John Madden, carpenter.....	84 00
871	E. Mellown, carpenter.....	100 00

No.	Name and service.	Amount.
872	R. H. Morrison, carpenter.....	\$8 00
873	J. M. Conner, carpenter.....	98 00
874	A. F. Ashley, carpenter.....	90 00
875	W. S. Boyles, carpenter.....	24 00
876	J. R. Drew, stair builder.....	114 00
877	John Hegan, stair builder.....	87 50
878	Robert Torrance, stair builder.....	87 50
879	M. Campbell's tinnern.....	382 00
880	P. Maloney, tinner.....	125 00
881	D. Hogan, gasfitter.....	66 00
882	J. C. Corcoran, helper.....	74 25
883	Thomas Kelleher, gasfitter.....	138 00
884	John Nevill, helper.....	74 25
885	P. Stewart, plumber.....	150 00
886	William Kelly, helper.....	75 00
887	Morgan Toy, helper.....	12 00
888	M. O'Brien, plumber.....	78 00
889	E. Givens, watchman.....	90 00
890	William Ingram, bricklayer.....	72 00
891	A. W. Henning, painter (self and Whipple).....	225 00
892	James Mu'venna, painter.....	96 00
893	D. McGinley, painter.....	89 00
894	Hugh Gallagher, painter.....	96 00
895	Thomas Jarman, painter.....	96 00
896	Edwin Sprague, painter.....	94 00
897	James Barlow, painter.....	8 00
898	R. H. Riggs, painter.....	8 00
899	John Steadman, painter.....	100 00
900	James Creary, painter.....	76 00
901	Edward Kronholm, painter.....	42 00
902	S. Prideaux, painter.....	24 00
903	Harry King, laborer.....	68 25
904	John Curry, laborer and Sunday watchman.....	97 50
905	Patrick Dunn, laborer.....	87 50
906	Pat. McDermott, laborer.....	10 50
907	Thos. McNamara, laborer.....	87 50
908	James Miner, laborer.....	19 25
909	Charles Wiedeman, laborer.....	56 87
910	Pat. Ireland, laborer.....	17 50
911	Pat. Cahill, laborer.....	5 25
912	M. Dowden, laborer.....	42 88
913	A. Aguilar, laborer.....	11 37
914	Pat. Dwyer, laborer.....	10 50
915	D. Coughlin, laborer.....	5 25
916	McNally & Hawkins, plumbing and gasfitting material.....	1,003 25
917	Henning & McKee, paints, etc.....	388 64
918	A. Pfister & Co., hardware, lime, and cement.....	467 21
919	M. Campbell, sheet iron, tin, etc.....	155 84
920	Wm. Fruhling & Co., wrought iron.....	201 00

No.	Name and service.	Amount.
921	F. B. Murdoch, printing.....	\$8 00
922	<i>Evening Guide</i> , printing.....	13 10
923	Metcalf & McLellan, mill work.....	680 02
924	Kneedler & Hulse, brick.....	12 60
925	Guy Douglas, sand, gravel, and dirt.....	39 00
926	W. P. Dougherty & Co., lumber.....	643 50
927	Dillon & Drew, lumber.....	987 73
928	San José Water Co., water.....	30 00
Total for November.....		\$11,390 51
<i>Expenses for December.</i>		
929	P. W. Reardon, Superintendent.....	\$230 00
930	J. M. Braly, Clerk.....	110 00
931	W. E. Bennett, foreman.....	138 00
932	Thos. Dickson.....	92 00
933	Thos. Madden.....	92 00
934	James Howard.....	92 00
935	S. W. DeLacy.....	52 00
936	S. B. Squires.....	52 00
937	B. F. Whipple.....	58 00
938	C. P. Fairfield.....	94 00
939	O. V. Wallace.....	89 00
940	H. Rivers.....	72 00
941	C. A. Clemence.....	90 00
942	R. A. Bulmer.....	92 00
943	Morgan Miles.....	82 00
944	Thomas Clark, carpenter.....	88 00
945	P. Hollister, carpenter.....	92 00
946	Wm. La Piere, carpenter.....	74 00
947	H. W. Maloney, carpenter.....	76 00
948	J. Elliott, carpenter.....	50 00
949	Geo. C. Russell, carpenter.....	86 00
950	W. S. Boyles, carpenter.....	90 00
951	Geo. Fitzgerald, carpenter.....	84 00
952	C. W. Jordan, carpenter.....	92 00
953	M. D. Green, carpenter.....	79 00
954	James A. Ellis, carpenter.....	92 00
955	Charles Welty, carpenter.....	64 00
956	Charles Rockwell, carpenter.....	72 00
957	P. R. Wells, carpenter.....	36 00
958	Charles Curdts, carpenter.....	56 00
959	H. A. DeLacy, carpenter.....	84 00
960	Edwin Sears, carpenter.....	80 00
961	John Madden, carpenter.....	75 25
962	E. Mellown, carpenter.....	64 00
963	J. M. Conner, carpenter.....	74 00
964	A. F. Ashley, carpenter.....	50 00
965	F. T. Maynard, carpenter.....	32 00

No.	Name and service.	Amount.
966	J. R. Drew, stair builder.....	\$129 00
967	John Hegan, stair builder.....	115 00
968	Robt. Torrance, stair builder.....	110 00
969	John Ryan, stair builder.....	67 50
970	Richard Nagle, stair builder.....	92 50
971	M. Campbell's tanners.....	328 00
972	P. Maloney, tinner.....	67 50
973	J. C. Corcoran, helper.....	63 00
974	Thos. Kelleher, gasfitter.....	135 00
975	John Nevill, gasfitter.....	61 50
976	P. Stewart, plumber.....	123 00
977	Wm. Kelly, helper.....	68 25
978	M. O'Brien, plumber.....	114 00
979	A. W. Henning, painter (self and Whipple).....	188 25
980	Jas. Mulvenna, painter.....	84 00
981	D. McGinley, painter.....	88 00
982	Edwin Sprague, painter.....	28 00
983	S. Prideaux, painter.....	88 00
984	John Steadman, painter.....	80 00
985	James Creary, painter.....	73 00
986	Edward Kronholm, painter.....	76 00
987	Robert Lawson, painter.....	74 00
988	Thomas Jarman, painter.....	67 00
989	Daniel Lee, painter.....	48 00
990	Harry King, laborer.....	75 25
991	John Curry, laborer and Sunday watchman.....	90 50
992	Pat. Dunn, laborer.....	80 50
993	Thos. McNamara, laborer.....	49 00
994	Pat. Dwyer, laborer.....	49 00
995	D. Coughlin, laborer.....	45 50
996	E. Givens, watchman.....	90 00
997	P. W. Reardon, blocks and ropes.....	26 00
998	Henning & McKee, paints.....	376 26
999	A. Pfister & Co., hardware.....	173 90
1000	Kneedler & Hulse, lime.....	22 00
1001	Wm. Fruhling & Co., wrought iron.....	181 00
1002	M. Campbell, sheet iron, tin, etc.....	409 56
1003	Metcalf & McLellan, mill work.....	194 40
1004	Guy Douglas, dirt, sand, and gravel.....	57 25
1005	W. P. Dougherty & Co., lumber.....	933 64
1006	George H. Hare, stationery.....	3 10
1007	San José Water Co., water.....	30 00
1008	McNally & Hawkins, plumbing and gasfitting material.....	132 55
Total for December.....		\$8,413 16
Total from June 1st to December 30th, 1871.....		\$85,182 91



The foregoing is a correct statement of the number and amount of all accounts that have been allowed against the State Normal School building from June first, eighteen hundred and seventy-one, to December thirtieth, eighteen hundred and seventy-one, remaining unpaid.

J. M. BRALY, Clerk.

# ABSTRACT OF LUMBER ACC'T OF W. P. DOUGHERTY & CO.

Date.	Description.	Feet.	Total feet.
	<i>Redwood (common).</i>		
September 1...	..... 2x3 .....	180	
	18 pieces 1x12 20.....	360	
	40 pieces 1x12 12.....	480	
	8 pieces 1x12 16.....	128	
	6 pieces 1x12 20.....	120	
	9 pieces 2x6 12.....	108	
	3 pieces 2x6 18.....	54	
	15 pieces 4x6 20.....	600	
	20 pieces 2x6 18.....	360	
	50 pieces 2x4 18.....	600	
	50 pieces 1x3 10.....	125	
	350 feet 1x12 18.....	350	
	8 pieces 4x4 14.....	152	
	6 pieces 4x6 14.....	168	
	2 pieces 6x6 16.....	96	
	10 pieces 3x12 16.....	480	
	20 pieces 2x6 18.....	360	
	12 pieces 2x4 20.....	156	
	2 pieces 4x6 20.....	80	
	120 pieces 1x12 18.....	2,160	
	120 pieces 1x10 18.....	1,800	
	4 pieces 6x6 20.....	240	
	2 pieces 6x6 22.....	132	
September 5...	11 pieces 3x12 16.....	528	
	1 piece 3x10 16.....	40	
	27 pieces 3x8 16.....	864	
	16 pieces 2x4 20 selected....	208	
September 6...	15 pieces 1x12 14.....	210	
	15 pieces 1x12 12.....	180	
	15 pieces 1x4 14.....	75	
	18 pieces 1x12 18.....	324	
	18 pieces 1x10 18.....	270	
	12 pieces 1x12 20.....	240	
	33 pieces 3x10 34.....	2,805	
	31 pieces 3x10 40.....	1,550	
	1 piece 3x10 28.....	70	
	25 pieces 3x10 20.....	1,250	

Date.	Description.	Feet.	Total feet.
September 6...	54 pieces 3x10 24.....	3,240	
	4 pieces 3x10 32.....	320	
September 7...	6 pieces 3x10 22.....	330	
	5 pieces 3x8 24.....	240	
	1 piece 3x8 28.....	56	
September 8...	2 pieces 2x10 12.....	100	
	5 pieces 2x12 14.....	140	
	6 pieces 2x10 22.....	222	
	10 pieces 1x12 24.....	240	
	15 pieces 1x12 22.....	330	
September 16...	42 pieces 1x12 18.....	756	
	20 pieces 1x10 18.....	300	
	4 pieces 2x4 20.....	52	
	1 piece 2x6 20.....	20	
	20 pieces 1x12 20.....	400	
	16 pieces 1x10 20.....	275	
	4 pieces 4x6 18.....	144	
	4 pieces 1x12 16.....	64	
	2 pieces 2x6 16.....	32	
	11 pieces 1x12 20 selected....	220	
	10 pieces 1x12 18 selected....	180	
	4 pieces 2x4 20 selected....	52	
	43 pieces 3x10 20.....	2,150	
	28 pieces 3x10 28.....	1,960	
	25 pieces 3x10 24.....	1,500	
	9 pieces 3x10 26.....	585	
	9 pieces 3x10 18.....	405	
	9 pieces 3x10 32.....	720	
October 1.....	18 pieces 3x10 40.....	1,800	
	8 pieces 3x10 34.....	680	
	17 pieces 3x10 32.....	1,360	
	9 pieces 3x10 40.....	900	
	4 pieces 3x10 34.....	340	
	7 pieces 3x10 40.....	700	
	5 pieces 3x10 34.....	425	
	69 pieces 3x10 20.....	3,450	
	12 pieces 3x10 22.....	660	
	5 pieces 3x10 24.....	300	
	2 pieces 4x4 12.....	32	
	1 piece 2x6 14.....	14	
	8 pieces 3x8 20.....	320	
	23 pieces 3x8 18.....	828	
	4 pieces 3x8 16.....	128	
	26 pieces 3x8 18.....	936	
	2 pieces 4x4 12.....	32	
	94 pieces 1x12 16.....	1,504	
	1 piece 3x4 12.....	12	
	1 piece 4x4 12.....	16	
	12 pieces 2x4 30.....	240	
	1 piece 3x4 12.....	12	

Date.	Description.	Feet.	Total feet.
October 1.....	1 piece 4x4 16.....	21	
	2 pieces 4x4 12.....	32	
October 18.....	1 piece 4x4 14.....	19	
	5 pieces 3x10 34.....	425	
	1 piece 4x4 14.....	19	
	127 pieces 1x6 16.....	1,016	
	10 pieces 1x6 14.....	70	
October 20.....	1 piece 3x10 32.....	80	
	1 piece 3x10 34.....	85	
	2 pieces 3x10 40.....	200	
	40 pieces 2x4 18.....	480	
	24 pieces 2x6 18.....	432	
October 21.....	2x6 .....	772	
October 22.....	100 pieces 2x4 18.....	1,200	
	76 pieces 2x4 18.....	912	
	2x6 .....	1,437	
	24 pieces 2x4 22.....	352	
	1 piece 3x10 28.....	70	
	12 pieces 3x10 32.....	960	
	2 pieces 3x10 32.....	160	
	2 pieces 3x10 84.....	170	
	1 piece 3x10 38.....	95	
	8 pieces 3x10 28.....	560	
	2 pieces 3x10 32.....	160	
	12 pieces 3x10 28.....	840	
	12 pieces 3x10 32.....	960	
	1 piece 3x10 40.....	100	
	52 pieces 2x6 20.....	1,040	
	2 pieces 2x6 18.....	36	
October 24.....	1 piece 4x8 18.....	36	
	2x6 .....	1,526	
	2x4 .....	1,200	
	33 pieces 2x6 12.....	396	
	19 pieces 2x6 16.....	304	
	10 pieces 2x6 14.....	140	
	31 pieces 2x6 20.....	620	
	3 pieces 2x6 26.....	88	
	2 pieces 4x4 18.....	38	
October 25.....	7 pieces 3x10 28.....	490	
	3 pieces 3x10 32.....	240	
	1 piece 3x10 40.....	100	
	3 pieces 3x10 22.....	165	
	2 pieces 6x8 30.....	240	
	1 piece 4x12 30.....	120	
	1 piece 4x6 12.....	24	
	1 piece 3x8 20.....	40	
	3 pieces 4x8 18.....	144	
	4 pieces 3x12 16.....	192	
	plank 1½ inch .....	862	
	2x6 .....	1,250	

Date.	Description.	Feet.	Total feet.
October 25.....	8 pieces 3x10 40.....	800	
	1 piece 3x10 34.....	85	
	1 piece 3x10 28.....	70	
October 26.....	21 pieces 1½x12 16.....	504	
	20 pieces 1½x12 14.....	420	
	2 pieces 1½x8 14.....	28	
	2 pieces 1½x8 16.....	32	
	1 piece 1½x12 12.....	18	
October 27.....	3 pieces 3x10 40.....	300	
	1½ inch plank .....	1,075	
October 28.....	20 pieces 1½x10 16.....	400	
	8 pieces 1½x12 14.....	168	
	100 pieces 2x4 18.....	1,200	
October 29.....	9 pieces 1½x12 16.....	216	
November 4.....	9 pieces 3x10 18.....	405	
	6 pieces 3x10 24.....	360	
	4 pieces 3x10 26.....	260	
	5 pieces 3x10 28.....	350	
	1 piece 4x4 14.....	19	
November 9.....	14 pieces 3x10 20.....	700	
	5 pieces 3x10 24.....	300	
November 10...	1 piece 3x10 32.....	80	
	3 pieces 3x10 24.....	180	
November 11...	5 pieces 3x10 32.....	400	
	1 piece 3x10 24.....	60	
November 12...	3 pieces 3x10 24.....	180	
November 14...	1 piece 3x10 18.....	45	
	5 pieces 3x10 22.....	185	
	10 pieces 3x10 28.....	700	
November 15...	5 pieces 3x10 26.....	325	
	1 piece 3x10 28.....	70	
November 14...	20 pieces 3x10 28.....	1,400	
	1 piece 3x10 32.....	80	
November 16...	2 pieces 3x10 20.....	100	
	4 pieces 3x10 24.....	240	
	1 piece 6x8 16.....	64	
			79,493
1871.			
January 20.....	common 1x10.....	1,500	
January 21.....	do 1x10.....	1,030	
	do 1x10.....	1,000	
January 23.....	do 1x10.....	1,000	
	do 1x10.....	1,030	
	do 1x10.....	1,000	
	do 1x10.....	1,200	
January 24.....	do 1x10.....	1,200	
January 26.....	do 1x10.....	1,300	
Am't charged in bill Feb. 1.....			10,260

Date.	Description.	Feet.	Total feet.
February 8...	.....2x4 .....	736	
February 9...	boards 1x8 10.....	3,038	
February 10...	.....2x4 .....	1,280	
February 13...	56 1x10 16.....	728	
	25 1x10 18.....	375	
	7 3x10 20.....	350	
	12 3x10 12.....	360	
	65 1x10 16.....	845	
	25 1x10 18.....	375	
February 14...	.....1x10 .....	1,040	
	.....1x10 .....	1,020	
	Am't charged in bill March 1...		10,147
March 2.....	boards 10 and 12 inch 12.....	1,278	
	boards 10, 12, 14, and 16.....	1,374	
March 3.....	boards 10 inch redwood.....	1,200	
	2x4 redwood.....	1,200	
March 8.....	boards 1x10 redwood.....	6,060	
March 9.....	boards 1x10 redwood.....	1,200	
March 13.....	4 pieces 4x6 14 for fence.....	112	
March 18.....	2x4.....	1,000	
March 21.....	2x8.....	3,000	
			16,424
April 1.....	boards 1x8 .....	1,433	
	boards 1x8 .....	1,200	
	boards 1x8 .....	1,172	
April 3 .....	boards 1x10.....	1,440	
	34 pieces 4x4 .....	945	
	130 pieces 2x4 16 to 22.....	1,689	
	boards 1x8 .....	1,197	
April 4.....	1x8 .....	6,736	
April 6.....	2x4 16, 18, and 22...	1,400	
	2x4 .....	1,000	
April 15.....	3x4 .....	1,650	
April 20.....	3x4 .....	1,410	
	Am't charged in bill May 1....		21,272
July 3.....	30 pieces 2x4 12.....	240	
July 11.....	2x4 .....	576	
July 20.....	80 pieces 3x4 20.....	1,600	
	Am't charged in Aug. bill...		2,416
August 1.....	24 pieces 2x8 20.....	648	
	60 pieces 2x8 18.....	1,440	

Date.	Description.	Feet.	Total feet.
	2x4 .....	800	
August 7.....	75 pieces 2x8 18.....	1,800	
August 12.....	27 pieces 2x8 20.....	729	
August 17.....	50 pieces 2x4 16.....	550	
	100 pieces 2x8 20.....	2,700	
	3x4 .....	300	
	2x3 .....	150	
August 23.....	20 pieces 2x4 18.....	240	
August 31.....	29 pieces 3x10 28.....	2,030	
	Am't charged in bill, Sept. 1st.		11,387
September 16...	8 pieces 2x8 16.....	168	
	12 pieces 2x8 20.....	324	
September 20...	20 boards 1, 8 and 10 inch.....	5,235	
	4 pieces 2x12 18.....	1,440	
	30 pieces 2x4 16.....	330	
	36 pieces 2x10 16.....	972	
	boards .....	2,480	
September 23...	boards .....	5,424	
	8 pieces 2x8 20.....	216	
	16 pieces 2x12 14.....	448	
September 27...	50 pieces 2x4 14.....	450	
September 30...	104 pieces 2x10 16.....	2,704	
	Amount charged in Oct. bill.....		20,191
October 2.....	boards 1x18 .....	1,092	
October 3.....	78 pieces 2x8 16.....	1,638	
	40 pieces 2x8 18.....	960	
	120 pieces 2x6 16.....	1,920	
October 5.....	2x4 .....	500	
October 7.....	20 pieces 2x6 16.....	320	
October 10.....	40 pieces 2x6 16.....	640	
	50 pieces 2x4 12.....	400	
	40 pieces 2x6 16.....	640	
	50 pieces 2x4 12.....	400	
October 13.....	2x3 .....	300	
	2x6 .....	1,240	
October 20.....	20 pieces 2x8 16.....	420	
October 24.....	80 pieces 2x4 16.....	880	
	2x6 12, 14, and 16..	1,220	
	80 pieces 3x4 16.....	880	
	Am't charged in bill, Nov. 1st..		13,450
November .....	126 pieces 2x14 16.....	4,662	
	44 pieces 4x6 16.....	1,408	
November 7....	63 pieces 2x6 12.....	756	
	40 pieces 2x4 12.....	320	

Date.	Description.	Feet.	Total feet.
November 8....	50 pieces 2x10 18.....	1,500	
	16 pieces 2x20 20.....	432	
	80 pieces 2x4 12.....	640	
	6 pieces 2x10 18.....	180	
November 18...	2x4 .....	807	
	3x4 .....	316	
November 23...	4 pieces 2x12 22.....	175	
	20 pieces 2x6 24.....	480	
November 29...	boards 1x12 .....	4,008	
	2x4 .....	1,067	
	30 pieces 2x6 12.....	360	
	Am't charged in bill, Dec. 1st..		17,170
December 4....	2x4 .....	1,125	
December 5....	112 pieces 2x6 12.....	1,344	
December 9....	boards .....	2,700	
December 14...	2x3 .....	3,000	
December 22...	boards .....	2,000	
	100 pieces 2x6 18.....	1,800	
	Am't charged in bill, Dec. 30th.		11,969
	Total No. Ft. common redwood.		214,179
<i>Redwood, Surfaced.</i>			
1870.			
September 5....	1 piece 1x18 12.....		
September 6....	8 pieces 1½x12 14.....		
	1 piece 1½x14 14.....		
	7 pieces 1½x12 16.....		
	1 piece 1½x10 16.....		
	4 pieces 1½x10 18.....		
	9 pieces 1½x10 14.....		
September 7....	2 pieces 1½x12 12 Two sides..		
September 8....	66 pieces 1x12 14 Mendocino		
	35 pieces 1x12 16 do		
	46 pieces 1x12 18 do		
	30 pieces 1x14 12 do		
	24 pieces 1x8 14 do		
	10 pieces 2x8 24 Or. pine...		
	2 pieces 2x8 18 do		
	40 pieces 3x14 18 do		
	670 feet, 1½ Mendocino pine.....		
	Total number of feet.....		4,997
November 16...	358 feet, 1½x1½ and 2, in surface..	358	
	Am't charged in bill Dec. 1.....		358

Date.	Description.	Feet.	Total feet.
1871.			
July 12.....	Surface 2x3½, dressed all round..	400	
July 20.....	do 2x6, do do	350	
	do 2x8, do do	470	
	do 1½x3½ do do	271	
	Am't charged in August bill.....		1,491
August 1.....	Surface, 1½.....	3,677	
	Am't charged in bill Sept. 1.....		3,667
September 2...	Surface .....	1,500	
September 21...	do 1-16.....	1,248	
	do 1-14.....	126	
September 28...	do 1½ wide Mendocino.....	5,660	
	Am't charged in Sept. bill.....		8,534
October .....	Mendocino surface, extra.....	1,800	
	Am't charged in Nov. bill.....		1,800
November .....	Surface ½x8.....	134	
	Am't charged in bill Dec. 1.....		134
December 18...	Surface .....	1,000	
December 21...	Surface .....	1,600	
	Am't charged Dec. 30 .....		2,600
	Total .....		23,591
	<i>Mendocino Surfaced.</i>		
1870.			
October .....	63 pieces 1x10 12.....	630	
	20 pieces 1x10 14.....	233	
	30 pieces 1x10 16.....	400	
	2 pieces 1x10 18.....	30	
	3 pieces 1x12 10.....	30	
	51 pieces 1x12 12.....	612	
	38 pieces 1x12 14.....	532	
	10 pieces 1x12 16.....	160	
	5 pieces 1x12 18.....	90	
	3 pieces 1x12 20.....	60	
	64 pieces 1x8 12.....	512	
	3 pieces 1x8 10.....	20	
	29 pieces 1x8 14.....	271	



Date.	Description.	Feet.	Total feet.
October .....	46 pieces 1x8 16.....	491	
	6 pieces 1x8 18.....	72	
	7 pieces 1x8 20.....	93	
	6 pieces 1x8 22.....	88	
	2 pieces 3x14 18.....	126	
October 25.....	21 pieces 1x8 10.....	147	
	128 pieces 1x8 12.....	1,024	
	17 pieces 1x8 14.....	156	
	2 pieces 1x8 16.....	22	
October 26.....	75 pieces 1x10 14.....	900	
	33 pieces 1x10 16.....	429	
	15 pieces 1x10 18.....	225	
	5 pieces 1x10 12.....	50	
	1x8 .....	1,592	
	1x10 .....	1,089	
October 27.....	.....	2,007	
October 28.....	.....	1,514	
	.....	1,650	
	.....	1,671	
October 29.....	.....	1,412	
	.....	1,504	
	.....	1,662	
	.....	1,508	
October 31.....	.....	4,847	
November 1...	.....	1,645	
	.....	1,454	
November 12...	1½, 1½, and 2 inch.....	1,540	
	Am't charged in bill Dec. 1st...		26,765
	Balance due.....	6,393	
	Am't charged in bill Dec. 31st...		6,393
January 30th...	1,179 feet, wide surface.....	1,179	
	Charged February 1st.....		1,179
1871.			
October 30th...	Mendocino, surface, 1½.....	1,800	
	Am't charged in bill Nov. 1st....		1,800
	Total.....		36,137
	<i>Tongued and Grooved Redwood.</i>		
1870.			
October 22d....	138 pieces 2x8 12.....	2,208	
	68 pieces 2x8 14.....	1,269	
	36 pieces 2x8 16.....	768	
	24 pieces 2x8 18.....	576	
	66 pieces 2x8 12.....	1,056	

Date.	Description.	Feet.	Total feet.
October 22d....	8 pieces 2x8 14.....	149	
	7 pieces 2x8 16.....	149	
	1 piece 2x8 18.....	24	
October 24th...	12 pieces 2x8 12.....	192	
	2 pieces 2x8 16.....	43	
October 27th...	1x8 and 1x10.....	8,464	
		5,594	
October 29th...		7,970	
October 31st....		2,742	
November 3d...		12,376	
November 5th...		5,132	
November 8th...		9,787	
November 9th...		4,319	
November 10th...		1,000	
November 15th...		3,992	
November 16th...		4,476	
November 21st...		1,008	
November 22d...		1,846	
	2x4 18.....	1,260	
1871.			
January 24th...	30 pieces 2x4 18.....	432	
May 29th.....	1x8 and 10.....	12,253	
October 23d....	To tongued and grooved Mendo-		
	cino extra.....	3,260	
	do do	220	
November .....		134	
	By amount returned.....		92,299
			5,481
	Total.....		86,818
	<i>Oregon Pine, Tong'd and Grov'd.</i>		
1870.			
November 4th..	1½x4 Oregon pine, tongued and		
	grooved, No. 1.....	13,368	
	Amount charged in bill Dec. 1st.		13,368
1871.			
March 10th.....	1½x4 Oregon pine, tongued and		
	grooved, No. 1.....	56,500	
	Am't charged in bill April 1st...		56,500
September 20th	Oregon pine, tong'd and groov'd	108	
September 30th	do do do 1½x4..	5,000	
	Am't charged in September bill..		5,108
October 13th...	Oregon pine, tong'd and groov'd		
	1½x4.....	7,400	
October 17th...	do do do	1,718	
October 25th...	do do do	4,363	

Date.	Description.	Feet.	Total feet.
October 27th...	Or. pine, ton'd and groov'd, 1½x4.	5,761	
October 31st....	do do do	2,668	
	Amount charged in bill Nov. 1st.		20,910
	Total.....		95,886
	<i>Select.</i>		
November 14th	16 pieces 6x6 16 redwood.....	768	
	Amount charged in bill Dec. 1st..		768
	<i>Clear Lumber.</i>		
November 4...	1½ inch.....	1,326	
November 5...	1½ inch.....	6,522	
November 9...	1½ inch.....	2,383	
November 10...	1½ inch.....	1,162	
November 11...	1½ inch.....	6,079	
November 12...	1½ inch.....	8,409	
November 14...	1½ inch.....	10,027	
November 15...	1½ inch.....	6,556	
November 16...	1½ inch.....	10,534	
	1½ inch.....	2,725	
	Am't charged in bill Dec. 1st		55,723
December 19...	36 pieces 1x2—20.....	108	
	Am't charged bill Dec. 31st..		108
1870.			
July 13.....	Oregon pine sawed into furring	7,187	7,187
July 30.....	redwood, for tonguing and		
	grooving, 1x4.....	13,004	
	redwood 2x4 14.....	2,763	
	do 2x4 14.....	1,152	
	do 2x4 16.....	1,925	
	do 4x4 16.....	88	
	do 1½x- 14.....	725	
	do 1½x- 16.....	775	
	Charged in August bill.....		20,432
August 1.....	2x4, for tonguing and grooving..	203	
7.....	1x4, for.....do.....do.....	8,315	
12.....	2x4 14.....do.....do.....	3,271	
	2x4 18.....	4,644	
13.....	1½x4.....	781	

Date.	Description.	Feet.	Total feet.
August 23.....	2x4 18.....	816	
	2x4 14.....	126	
31.....	1½x4 14 and 16.....	1,050	
	1½x2 redwood furring.....	10,550	
	1½x2 Oregon pine furring.....	640	
	Am't charged in bill Sept. 1st..		30,396
September 15...	wide, 1½ inch.....	3,907	
	Oregon pine, sawed, 1½x2 furring	10,926	
	redwood, sawed, 1½x4 furring...	268	
22...	1½x4 .....	1,244	
	assorted, 1½.....	910	
26...	1½.....	241	
	sawed, 1½x2, furring.....	3,064	
	Am't charged in bill Oct. 1st		20,560
October 2.....	1½ inch.....	777	
5.....	1½ inch.....	1,954	
10.....	3x3 Oregon pine.....	75	
17.....	1½x2 redwood .....	1,500	
21.....	1½.....do.....	3,000	
26.....	1 inch do.....	7,187	
28.....	1 inch do.....	7,075	
	1½..... do.....	1,000	
	Am't charged bill Nov. 1st...		22,568
November.....	Oregon pine, for furring.....	3,038	
	redwood, 28 pieces, 2x12 12...	672	
	do 20 pieces, 2x10 12...	400	
	do 20 pieces, 1½x14 12..	490	
	Am't charged bill Dec. 1st...		4,600
December 4....	redwood boards.....	4,790	
13....	2x8 18.....	120	
4....	Oregon pine furring.....	1,528	
8....	do do.....	2,000	
12....	do do.....	1,270	
13....	do do.....	3,639	
	Am't charged bill Dec. 30th..		13,347
	Total.....		174,921

Date.	Description.	Feet.	Total feet.
	<i>Oregon Pine (32 feet and under).</i>		
December 12...	19 pieces 3x18 30.....	2,565	
	1 piece 3x18 22.....	99	
	2 pieces 10x10 24.....	400	
	12 pieces 3x18 30.....	1,620	
	1 piece 3x14 30.....	105	
	1 piece 6x18 32.....	288	
	27 pieces 3x18 30.....	3,645	
	7 pieces 3x14 30.....	735	
	2 pieces 8x20 32 wide.....	854	
	1 piece 3x14 30.....	105	
	1 piece 3x18 30.....	135	
December 15...	1 piece 6x10 32.....	160	
	1 piece 10x10 24.....	200	
	2 pieces 3x18 22.....	198	
	2 pieces 3x18 24.....	216	
	1 piece 3x18 30.....	135	
	1 piece 3x24 30 wide.....	180	
	3 pieces 6x10 28.....	420	
	2 pieces 6x10 32.....	320	
	2 pieces 8x12 22.....	352	
	1 piece 10x10 22.....	183	
	1 piece 10x10 24.....	200	
	2 pieces 8x18 24.....	576	
	1 piece 8x18 30.....	360	
	3 pieces 3x18 22.....	297	
	1 piece 3x18 24.....	108	
	1 piece 3x18 26.....	117	
	8 pieces 3x18 30.....	1,080	
December 16...	2 pieces 3x18 30.....	270	
	1 piece 8x18 24.....	288	
	1 piece 6x10 28.....	140	
	1 piece 8x8 32.....	171	
	1 piece 6x10 30.....	150	
	6 pieces 3x18 20.....	540	
	5 pieces 3x18 30.....	675	
	2 pieces 3x14 30.....	210	
	1 piece 3x18 26.....	117	
	3 pieces 3x18 22.....	297	
December 17...	1 piece 8x18 22.....	264	
	1 piece 6x10 32.....	160	
	2 pieces 6x10 28.....	280	
	1 piece 6x10 26.....	130	
	1 piece 3x18 32.....	144	
	1 piece 3x18 30.....	135	
	1 piece 3x18 26.....	117	
	3 pieces 3x18 22.....	297	
	2 pieces 3x18 24.....	216	

Date.	Description.	Feet.	Total feet.
December 17...	2 pieces 3x18 20.....	180	
	2 pieces 3x18 18.....	162	
	2 pieces 3x18 32.....	288	
	6 pieces 3x18 30.....	810	
	7 pieces 3x18 20.....	630	
	6 pieces 3x18 18.....	486	
	2 pieces 3x18 22.....	198	
	1 piece 8x8 32.....	171	
	2 pieces 6x10 32.....	320	
	6 pieces 3x18 24.....	648	
	2 pieces 3x18 22.....	198	
	5 pieces 3x18 20.....	450	
December 19...	5 pieces 6x10 28.....	700	
	3 pieces 6x10 32.....	480	
	1 piece 8x10 30.....	200	
December 20...	1 piece 8x18 26.....	312	
	2 pieces 6x10 28.....	280	
	1 piece 3x14 30.....	105	
	1 piece 3x18 22.....	99	
	2 pieces 6x10 32.....	320	
	3 pieces 3x24 30 wide.....	540	
	14 pieces 3x18 30.....	1,890	
	3 pieces 3x14 30.....	315	
	1 piece 3x18 24.....	108	
	1 piece 3x18 22.....	99	
	3 pieces 6x10 32.....	480	
	2 pieces 6x10 28.....	280	
	3 pieces 3x24 30 wide.....	540	
	1 piece 3x10 32.....	165	
	8 pieces 3x18 30.....	1,080	
	4 pieces 3x18 24.....	432	
	1 piece 3x18 32.....	144	
	2 pieces 3x18 22.....	198	
	2 pieces 3x18 18.....	162	
	1 piece 2x14 32.....	75	
	1 piece 8x18 22.....	264	
	1 piece 8x12 22.....	176	
	2 pieces 6x10 32.....	320	
	3 pieces 6x10 28.....	420	
	1 piece 3x18 32.....	144	
	3 pieces 3x18 30.....	405	
	3 pieces 3x18 26.....	351	
	3 pieces 3x18 24.....	324	
	1 piece 3x18 31.....	139	
	8 pieces 3x18 20.....	720	
	2 pieces 3x18 22.....	198	
December 21...	6 pieces 6x10 32.....	960	
	4 pieces 6x10 28.....	560	
	1 piece 3x24 32 wide.....	192	
	2 pieces 3x24 30.....	360	

Date.	Description.	Feet.	Total feet.
December 21...	3 pieces 3x18 30.....	405	
	1 piece 3x18 32.....	144	
	1 piece 3x18 20.....	90	
	1 piece 3x18 22.....	99	
	1 piece 3x14 30.....	105	
	1 piece 8x18 24.....	288	
	2 pieces 6x10 28.....	280	
	2 pieces 6x10 32.....	320	
	1 piece 3x18 30.....	135	
	1 piece 3x18 26.....	117	
	1 piece 3x18 18.....	81	
	1 piece 3x18 18.....	81	
	4 pieces 3x18 24.....	432	
	3 pieces 3x18 20.....	270	
	1 piece 8x22 30 wide.....	440	
	1 piece 8x18 26.....	312	
	1 piece 3x24 32 wide.....	192	
	1 piece 3x24 30 wide.....	180	
	1 piece 3x20 14 wide.....	70	
	5 pieces 3x18 30.....	675	
	4 pieces 3x18 24.....	432	
	4 pieces 3x14 22.....	396	
	1 piece 3x18 20.....	90	
December 22...	21 pieces 3x18 30.....	2,835	
	2 pieces 6x10 32.....	320	
	4 pieces 10x10 24.....	800	
	1 piece 8x8 30.....	160	
	2 pieces 6x10 32.....	320	
	14 pieces 3x18 30.....	1,890	
	1 piece 8x18 24.....	288	
	1 piece 8x10 30.....	200	
	1 piece 3x18 30.....	135	
December 23...	11 pieces 3x14 30.....	1,155	
	5 pieces 3x18 30.....	675	
	5 pieces 3x18 22.....	495	
	1 piece 3x18 24.....	108	
	1 piece 8x18 24.....	288	
	4 pieces 3x18 30.....	540	
	3 pieces 3x18 24.....	324	
	4 pieces 3x18 18.....	324	
	3 pieces 3x14 30.....	315	
	7 pieces 3x18 22.....	693	
	4 pieces 3x18 30.....	540	
	1 piece 8x18 24.....	288	
	12 pieces 3x18 30.....	1,620	
	3 pieces 3x18 22.....	297	
	5 pieces 3x18 18.....	405	
	1 piece 6x10 32.....	160	
	15 pieces 3x18 30.....	2,025	
	8 pieces 3x14 30.....	840	

Date.	Description.	Feet.	Total feet.
December 23...	1 piece 3x16 30.....	120	
	1 piece 4x18 32.....	192	
December 24...	13 pieces 3x18 30.....	1,755	
	3 pieces 3x18 22.....	297	
	7 pieces 3x18 18.....	567	
	1 piece 8x18 24.....	288	
	1 piece 8x12 22.....	176	
	1 piece 8x8 30.....	160	
	2 pieces 3x18 30.....	270	
	1 piece 6x10 32.....	160	
	2 pieces 3x18 30.....	270	
	4 pieces 3x18 20.....	360	
December 26...	1 piece 3x18 22.....	99	
	1 piece 3x18 20.....	90	
	2 pieces 6x10 30.....	300	
	11 pieces 3x18 30.....	1,485	
	1 piece 6x10 32.....	160	
	7 pieces 3x18 30.....	945	
	9 pieces 3x18 30.....	1,215	
	1 piece 3x18 22.....	99	
	2 pieces 3x18 22.....	198	
December 27...	5 pieces 6x6 32.....	480	
	1 piece 3x18 30.....	135	
	2 pieces 10x10 24.....	400	
	1 piece 6x10 32.....	160	
	1 piece 3x18 30.....	135	
	1 piece 3x18 22.....	99	
	1 piece 3x18 20.....	90	
	1 piece 8x18 24.....	288	
	1 piece 6x10 32.....	160	
	2 pieces 6x10 28.....	280	
	2 pieces 3x18 24.....	216	
	6 pieces 3x18 22.....	594	
	1 piece 3x18 22.....	99	
	1 piece 3x18 20.....	90	
	2 pieces 10x10 24.....	400	
December 28...	5 pieces 3x18 24.....	540	
	5 pieces 3x18 22.....	495	
	2 pieces 3x18 18.....	162	
	2 pieces 10x10 24.....	400	
	2 pieces 3x18 30.....	270	
	5 pieces 3x18 24.....	540	
	3 pieces 3x18 22.....	297	
	1 piece 3x18 18.....	81	
	6 pieces 3x14 30.....	630	
	19 pieces 3x18 30.....	2,565	
	2 pieces 3x18 24.....	216	
	1 piece 3x18 18.....	81	
	8 pieces 3x18 22.....	792	
	4 pieces 3x14 30.....	420	



Date.	Description.	Feet.	Total feet.
December 28...	1 piece 12x18 32.....	576	
	8 pieces 3x18 30.....	1,080	
	1 piece 3x18 24.....	108	
December 31... 1871.	1 piece 6x10 32.....	160	
January 6.....	3 pieces 4x16 32.....	513	
	1 piece 4x16 24.....	128	
	1 piece 4x16 21.....	112	
	1 piece 4x16 20.....	107	
January 31.....	10x10 .....	12,621	
March 5.....	6 pieces 8x8 .....	949	
March 8.....	108 pieces 3x8 16.....	3,456	
	78 pieces 3x8 18.....	2,808	
	5 pieces 6x8 18.....	360	
	3 pieces 3x6 18.....	81	
	3 pieces 3x8 14.....	84	
	5 pieces 3x8 20.....	200	
	7 pieces 3x8 22.....	308	
	7 pieces 3x8 24.....	336	
	1 piece 3x8 26.....	52	
	1 piece 3x6 26.....	39	
	4 pieces 3x4 16.....	64	
	1 piece 3x6 20.....	30	
	1 piece 3x6 16.....	24	
	1 piece 3x10 18.....	45	
	12 pieces 3x10 16.....	480	
	23 pieces 2x12 16.....	736	
	1 piece 4x10 16.....	52	
	31 pieces 3x10 16.....	1,240	
	2 pieces 3x10 18.....	90	
	132 pieces 3x8 10.....	4,224	
	6 pieces 3x8 14.....	168	
	156 pieces 3x8 18.....	5,616	
	12 pieces 3x8 20.....	480	
	9 pieces 3x8 22.....	396	
	30 pieces 3x4 16.....	480	
	2 pieces 3x4 18.....	36	
	75 pieces 2x12 16.....	2,400	
	1 piece 6x8 16.....	64	
	31 pieces 6x8 18.....	2,232	
	1 piece 8x8 20.....	107	
	3 pieces 2x12 18.....	108	
	1 piece 3x8 26.....	52	
	34 pieces 2x6 16.....	544	
	2 pieces 8x8 22.....	117	
	3 pieces 8x8 24.....	128	
	1 piece 8x8 26 .....	138	
	3 pieces 6x8 30.....	360	
	1 piece 6x12 34.....	204	
	1 piece 3x6 20.....	30	

Date.	Description.		Feet.	Total feet.
March 8.....	3 pieces	6x8 32.....	384	
	1 piece	2x6 18.....	18	
	2 pieces	3x8 24.....	96	
	384 pieces	3x6 14.....	8,064	
	1 piece	4x6 12.....	24	
	9 pieces	3x8 14.....	252	
	1 piece	6x8 12.....	48	
	3 pieces	3x4 14.....	42	
	1 piece	3x10 14.....	35	
	1 piece	4x8 14.....	37	
	1 piece	4x6 14.....	28	
	1 piece	8x8 14.....	74	
	33 pieces	3x4 16.....	528	
	32 pieces	2x6 16.....	528	
	135 pieces	3x8 16.....	4,320	
	9 pieces	3x10 16.....	117	
	188 pieces	2x12 16.....	3,008	
	27 pieces	6x8 27.....	2,916	
	2 pieces	4x8 16.....	86	
	104 pieces	3x6 16.....	2,496	
	1 piece	4x8 16.....	42	
	2 pieces	4x6 16.....	64	
	1 piece	2x6 18.....	18	
	1 piece	3x4 18.....	18	
	21 pieces	3x6 18.....	567	
	4 pieces	4x6 18.....	144	
	1 piece	4x8 18.....	48	
	114 pieces	3x8 18.....	4,104	
	1 piece	2x12 18.....	36	
	1 piece	3x10 18.....	45	
	1 piece	8x8 18.....	96	
	113 pieces	3x6 20.....	3,390	
	7 pieces	4x8 20.....	371	
	90 pieces	3x10 20.....	4,500	
	11 pieces	3x8 20.....	440	
	6 pieces	8x8 20.....	636	
	4 pieces	4x6 20.....	160	
	109 pieces	3x8 22.....	4,796	
	1 piece	3x10 22.....	55	
	12 pieces	4x8 22.....	696	
	13 pieces	8x10 22.....	1,911	
	8 pieces	8x8 22.....	936	
	8 pieces	3x6 22.....	264	
	4 pieces	6x8 22.....	352	
	11 pieces	4x6 22.....	484	
	54 pieces	3x8 24.....	2,592	
	1 piece	3x10 24.....	60	
	8 pieces	4x6 24.....	144	
	1 piece	8x10 24.....	160	
	1 piece	4x8 24.....	64	

Date.	Description.	Feet.	Total feet.
March 8.....	52 pieces 3x6 24.....	1,872	
	84 pieces 3x10 24.....	5,040	
	2 pieces 4x6 26.....	104	
	12 pieces 4x8 26.....	832	
	10 pieces 4x8 28.....	740	
	5 pieces 8x8 28.....	735	
	8 pieces 10x12 28.....	560	
	2 pieces 20x10 28.....	466	
	3 pieces 4x6 28.....	168	
	7 pieces 3x6 28.....	294	
	1 piece 3x10 28.....	70	
	19 pieces 3x6 30.....	855	
	3 pieces 4x8 30.....	240	
	5 pieces 8x8 30.....	300	
	1 piece 6x12 30.....	180	
	1 piece 4x6 30.....	60	
	16 pieces 3x6 32.....	768	
	4 pieces 6x8 32.....	512	
March 11.....	2 pieces 3x10 26.....	130	
	1 piece 3x6 16.....	24	
March 20.....	68 pieces 2x6 16.....	1,088	
	75 pieces 3x4 16.....	1,200	
	375 pieces 3x8 16.....	12,000	
	368 pieces 3x8 18.....	13,248	
	34 pieces 3x8 20.....	1,360	
	124 pieces 3x8 22.....	5,456	
	47 pieces 3x8 24.....	2,256	
	401 pieces 3x6 14.....	8,521	
	76 pieces 3x6 16.....	1,824	
	80 pieces 3x6 20.....	2,400	
	54 pieces 3x6 24.....	1,944	
	260 pieces 2x12 16.....	8,320	
	90 pieces 3x10 16.....	3,600	
	90 pieces 3x10 20.....	4,500	
	90 pieces 3x10 26.....	5,850	
	1 piece 6x8 12.....	48	
	36 pieces 6x8 16.....	2,304	
	36 pieces 6x8 18.....	2,592	
	4 pieces 6x8 22.....	352	
	2 pieces 6x8 30.....	240	
	4 pieces 6x8 32.....	512	
	4 pieces 8x8 14.....	295	
	7 pieces 8x8 20.....	746	
	4 pieces 8x8 22.....	469	
	8 pieces 8x8 24.....	1,024	
	2 pieces 8x8 30.....	320	
	8 pieces 8x8 32.....	1,368	
	16 pieces 8x10 22.....	2,352	
	8 pieces 10x12 28.....	2,240	

Date.	Description.	Feet.	Total feet.
March 20.....	1 piece 4x10 16.....	53	
	3x6 .....	2,463	
	3x8 .....	1,236	
	4x6 .....	2,002	
	4x8 .....	3,413	
March 25.....	3x6 18.....	1,971	
	10x10 24 and 28.....	1,940	
March 30.....	1 piece 4x6 32.....	64	
	2 pieces 8x8 32.....	340	
	5 pieces 3x6 34.....	255	
	3 pieces 3x6 36.....	162	
	2 pieces 6x12 36.....	432	
	3 pieces 10x10 31.....	774	
	2 pieces 10x10 29.....	482	
	1 piece 10x10 30.....	250	
	3 pieces 10x10 31.....	774	
	2 pieces 4x8 32.....	170	
	1 piece 3x6 40.....	60	
	Less wide lumber.....		283,579
			3,548
	Total.....		280,031
April 1st.....	8 pieces 8x10 28 and 38.....	1,488	
	8 pieces 8x10 36.....	1,987	
	4 pieces 10x10 .....	1,000	
	12 pieces 4x4 20.....	324	
	2x6 .....	1,484	
August 30th....	Amount charged in bill May 1st.		2,457
	139 pieces 2x8 18.....	3,336	
November.....	Amount charged in August bill..		3,336
	3 pieces 6x12 32.....	576	
	Amount charged in bill Dec. 1st.		576
	Total.....		286,400
	<i>Oregon Pine longer than 32 feet.</i>		
1870.			
December 13th.	3 pieces 8x8 48.....	768	
	1 piece 8x10 56.....	373	
	1 piece 8x8 54.....	288	
	1 piece 8x20 32 wide.....	427	
	1 piece 3x18 40.....	180	
	1 piece 3x16 41.....	164	
	1 piece 6x16 42.....	336	
	4 pieces 8x10 56.....	1,492	

Date.	Description.	Feet.	Total feet.
December 13th.	1 piece 8x8 54.....	288	
	1 piece 10x16 54.....	720	
	1 piece 8x10 46.....	307	
	1 piece 10x16 54.....	720	
	2 pieces 10x10 40.....	666	
	1 piece 10x10 52.....	433	
	5 pieces 3x18 40.....	900	
	1 piece 6x6 42.....	336	
	1 piece 8x10 56.....	373	
	1 piece 8x10 40.....	267	
	5 pieces 3x18 40.....	900	
	1 piece 3x18 34.....	153	
	1 piece 3x14 40.....	140	
	2 pieces 3x18 34.....	306	
	4 pieces 6x16 42.....	1,344	
	1 piece 3x24 34 wide.....	204	
	1 piece 3x24 40.....	240	
December 14th.	4 pieces 3x14 40.....	560	
	4 pieces 3x18 40.....	720	
	1 piece 3x24 40 wide.....	240	
	1 piece 4x16 40.....	213	
	1 piece 6x16 42.....	336	
	1 piece 3x14 40.....	140	
	2 pieces 8x20 32 wide.....	854	
	2 pieces 3x18 40.....	360	
	2 pieces 3x24 40.....	480	
	2 pieces 6x16 42.....	672	
	3 pieces 10x10 40.....	999	
	2 pieces 6x8 38.....	304	
	2 pieces 2x14 34.....	158	
	1 piece 3x14 40.....	140	
	9 pieces 3x18 34.....	1,377	
	3 pieces 3x20 34 wide.....	510	
	1 piece 3x14 34.....	119	
December 15th.	1 piece 8x8 55.....	293	
	2 pieces 8x10 56.....	746	
	1 piece 8x8 34.....	203	
	1 piece 8x10 46.....	307	
	1 piece 10x10 52.....	433	
	1 piece 10x10 53.....	442	
	1 piece 6x12 34.....	204	
	1 piece 6x16 42.....	336	
	1 piece 6x12 36.....	216	
	2 pieces 4x16 40.....	426	
	4 pieces 3x24 40 wide.....	960	
	6 pieces 3x18 34.....	918	
	5 pieces 3x18 40.....	900	
	2 pieces 3x14 40.....	280	
	1 piece 3x24 30 wide.....	180	

Date.	Description.	Feet.	Total feet.
December 15th.	2 pieces 3x20 34 wide.....	340	
December 16th.	1 piece 10x10 42.....	350	
	2 pieces 6x18 34.....	612	
	5 pieces 6x16 42.....	1,680	
	1 piece 4x16 40.....	213	
	1 piece 3x24 34 wide.....	204	
	1 piece 3x18 40.....	180	
	1 piece 10x10 40.....	333	
	2 pieces 8x8 48.....	512	
	7 pieces 3x18 40.....	1,260	
	3 pieces 3x18 34.....	459	
	1 piece 3x18 38.....	171	
	2 pieces 10x10 40.....	666	
	2 pieces 10x16 54.....	1,440	
	2 pieces 6x12 36.....	432	
December 17th.	1 piece 8x10 34.....	227	
	1 piece 6x12 34.....	204	
	1 piece 6x12 36.....	216	
	1 piece 6x10 34.....	170	
	1 piece 6x10 42.....	210	
	1 piece 3x8 40.....	80	
	1 piece 8x8 38.....	203	
	3 pieces 3x14 40.....	420	
	2 pieces 3x18 34.....	306	
	2 pieces 8x8 40.....	426	
	2 pieces 6x10 42.....	420	
	2 pieces 6x12 36.....	432	
December 19...	1 piece 6x10 42.....	210	
	1 piece 6x12 34.....	204	
	1 piece 6x12 36.....	216	
	1 piece 8x8 38.....	203	
	1 piece 8x10 42.....	280	
	1 piece 6x8 38.....	152	
	5 pieces 3x14 40.....	700	
	1 piece 3x20 34 wide.....	170	
	1 piece 3x24 34 wide.....	204	
	1 piece 3x24 40 wide.....	240	
December 20...	1 piece 6x20 34.....	340	
	2 pieces 6x16 42.....	672	
	3 pieces 3x24 30 wide.....	540	
	1 piece 3x24 40 wide.....	240	
	7 pieces 3x20 34 wide.....	1,190	
	1 piece 6x12 36.....	216	
	5 pieces 3x18 34.....	765	
	1 piece 3x20 34 wide.....	170	
	3 pieces 3x24 40.....	540	
	1 piece 8x10 42.....	280	
	1 piece 3x22 30.....	165	
	1 piece 8x10 40.....	267	
	1 piece 6x8 38.....	152	

Date.	Description.	Feet.	Total feet.
December 20...	1 piece 3x18 34.....	153	
	1 piece 3x8 40.....	80	
	1 piece 8x10 34.....	227	
December 21...	1 piece 8x8 38.....	203	
	2 pieces 3x18 34.....	306	
	7 pieces 2x14 34.....	553	
	1 piece 8x8 38.....	203	
	1 piece 6x12 36.....	216	
	1 piece 6x18 34.....	306	
	1 piece 6x8 40.....	160	
	1 piece 3x14 40.....	140	
	1 piece 3x24 40 wide.....	240	
	1 piece 6x20 34 wide.....	340	
	1 piece 3x20 34 wide.....	170	
	1 piece 3x18 40.....	180	
	2 pieces 2x14 34.....	158	
December 22...	1 piece 3x18 40.....	180	
	1 piece 3x24 40 wide.....	240	
	1 piece 6x16 42.....	336	
	1 piece 8x10 46.....	307	
	1 piece 8x8 48.....	256	
	1 piece 8x8 38.....	203	
	1 piece 3x14 40.....	140	
	1 piece 3x18 34.....	153	
	3 pieces 3x24 40 wide.....	720	
	1 piece 3x16 40.....	160	
	1 piece 2x14 40.....	93	
	1 piece 6x18 34.....	306	
	1 piece 6x16 42.....	336	
	2 pieces 3x24 40 wide.....	480	
	2 pieces 3x24 34 wide.....	408	
	1 piece 3x20 34 wide.....	170	
	1 piece 3x18 40.....	180	
	2 pieces 10x10 40.....	666	
	2 pieces 6x20 34 wide.....	680	
	1 piece 3x18 40.....	180	
	1 piece 3x18 34.....	153	
	2 pieces 3x14 40.....	280	
December 23...	2 pieces 3x18 40.....	360	
	7 pieces 3x14 40.....	980	
	1 piece 2x14 34.....	79	
	1 piece 3x18 34.....	153	
	1 piece 10x10 40.....	333	
	1 piece 3x8 40.....	80	
	1 piece 3x14 40.....	140	
	1 piece 8x8 38.....	203	
Less amount of wide lumber.....			60,223
			9,607
			50,616

Date.	Description.	Feet.	Total feet.
December 23...	2 pieces 3x18 40.....	360	
	7 pieces 3x14 40.....	980	
	1 piece 2x14 34.....	79	
	1 piece 3x18 34.....	153	
	1 piece 10x10 40.....	333	
	1 piece 3x8 40.....	80	
	1 piece 3x14 40.....	140	
	1 piece 8x8 38.....	203	
	3 pieces 10x10 40.....	999	
December 24...	1 piece 8x10 56.....	373	
	2 pieces 8x8 54.....	576	
	2 pieces 8x8 48.....	512	
	1 piece 8x8 38.....	203	
	5 pieces 3x18 40.....	900	
	1 piece 3x18 38.....	171	
	1 piece 3x18 34.....	153	
	9 pieces 3x18 34.....	1,377	
	4 pieces 3x18 40.....	720	
	2 pieces 3x18 38.....	342	
	2 pieces 3x14 40.....	280	
	1 piece 4x16 40.....	213	
	1 piece 4x16 40.....	213	
	3 pieces 3x18 40.....	540	
	1 piece 3x14 40.....	140	
	7 pieces 3x18 34.....	1,071	
	1 piece 10x16 54.....	720	
	1 piece 10x10 52.....	433	
	1 piece 8x10 54.....	360	
	1 piece 8x10 56.....	373	
	1 piece 8x8 54.....	288	
December 26...	2 pieces 10x10 40.....	666	
	1 piece 6x16 42.....	336	
	1 piece 6x12 36.....	216	
	1 piece 6x12 34.....	204	
	1 piece 3x18 40.....	180	
	3 pieces 3x18 34.....	459	
	1 piece 4x16 40.....	213	
	7 pieces 3x18 34.....	1,071	
	4 pieces 3x18 40.....	720	
	5 pieces 3x14 40.....	700	
	1 piece 4x16 40.....	213	
	2 pieces 8x8 54.....	576	
	3 pieces 8x8 48.....	768	
	1 piece 6x12 36.....	216	
	2 pieces 3x18 40.....	360	
	2 pieces 3x14 40.....	280	
	5 pieces 3x18 34.....	765	
	3 pieces 10x10 53.....	1,326	
	1 piece 6x16 42.....	336	
	1 piece 3x18 38.....	171	



Date.	Description.	Feet.	Total feet.
December 26...	1 piece 6x16 78.....	624	
	5 pieces 8x10 68.....	2,265	
	1 piece 8x10 56.....	373	
December 27...	1 piece 8x10 46.....	307	
	1 piece 8x10 40.....	267	
	1 piece 8x8 48.....	356	
	1 piece 6x16 42.....	336	
	4 pieces 3x14 30.....	560	
	1 piece 3x18 40.....	180	
	3 pieces 3x18 34.....	459	
	1 piece 3x8 45.....	90	
	1 piece 10x16 54.....	720	
	1 piece 10x10 52.....	433	
	12 pieces 2x14 38.....	1,064	
	2 pieces 6x16 42.....	672	
	1 piece 8x10 46.....	307	
	1 piece 8x8 49.....	261	
	1 piece 8x8 38.....	203	
	3 pieces 8x8 48.....	768	
	2 pieces 3x14 40.....	280	
	2 pieces 2x14 34.....	158	
	1 piece 8x8 38.....	203	
	2 pieces 6x12 36.....	432	
	1 piece 6x8 38.....	152	
	5 pieces 10x10 52.....	2,165	
	4 pieces 6x16 42.....	1,344	
	1 piece 4x16 40.....	213	
	2 pieces 3x14 40.....	280	
	1 piece 8x18 34.....	408	
	2 pieces 2x14 34.....	158	
	1 piece 3x18 34.....	153	
December 28...	1 piece 6x12 36.....	216	
	1 piece 3x18 40.....	180	
	1 piece 3x18 34.....	153	
	2 pieces 2x14 34.....	158	
	1 piece 3x18 40.....	180	
	1 piece 3x18 38.....	171	
	1 piece 3x14 40.....	140	
	1 piece 3x14 34.....	119	
	3 pieces 2x14 34.....	237	
	1 piece 3x18 34.....	153	
December 30...	21 pieces 3x18 40.....	3,780	
	1 piece 3x18 34.....	153	
	7 pieces 3x18 40.....	1,260	
	3 pieces 3x18 34.....	459	
December 31...	16 pieces 3x18 40.....	2,880	
	1 piece 3x18 34.....	153	
	23 pieces 3x18 40.....	4,140	
	1 piece 3x18 34.....	153	
	21 pieces 3x18 40.....	3,780	

Date.	Description.	Feet.	Total feet.
December 31...	3 pieces 3x18 34.....	459	
	1 piece 4x16 40.....	213	
	12 pieces 3x18 40.....	2,160	
	6 pieces 3x18 34.....	918	
	2 pieces 10x10 58.....	966	
	5 pieces 3x18 40.....	900	
	1 piece 3x18 38.....	165	
	7 pieces 3x18 34.....	1,071	
1871.			
January 2.....	1 piece 4x16 38.....	203	
	4 pieces 4x16 40.....	852	
	2 pieces 6x16 77.....	1,232	
	1 piece 6x16 76.....	608	
	3 pieces 3x18 40.....	540	
	1 piece 3x14 40.....	140	
	1 piece 3x18 34.....	153	
	1 piece 6x16 77.....	616	
	2 pieces 6x16 76.....	1,216	
	1 piece 8x10 68.....	453	
	1 piece 4x16 38.....	203	
	1 piece 4x16 40.....	213	
	1 piece 3x18 40.....	180	
	4 pieces 6x16 76.....	2,432	
	18 pieces 3x18 40.....	3,240	
	2 pieces 3x18 34.....	306	
	2 pieces 6x16 76.....	1,216	
January 3.....	14 pieces 3x18 40.....	2,520	
	3 pieces 3x18 34.....	459	
	1 piece 6x16 76.....	608	
	8 pieces 3x18 40.....	1,440	
	17 pieces 3x18 34.....	2,601	
	1 piece 3x18 38.....	171	
	1 piece 4x16 36.....	192	
	10 pieces 3x18 40.....	1,800	
	7 pieces 3x18 38.....	1,197	
	7 pieces 3x18 34.....	1,071	
	10 pieces 3x18 40.....	1,800	
	1 piece 3x18 38.....	171	
	6 pieces 3x18 34.....	918	
	1 piece 12x14 40.....	560	
	1 piece 10x10 52.....	433	
	1 piece 4x16 40.....	213	
	6 pieces 3x18 40.....	1,080	
	3 pieces 3x18 34.....	459	
January 6.....	1 piece 12x14 38.....	532	
	1 piece 4x16 40.....	213	
	2 pieces 4x16 38.....	406	
	2 pieces 4x16 36.....	384	
	5 pieces 3x18 40.....	900	
	2 pieces 3x18 38.....	342	

Date.	Description.	Feet.	Total feet.
January 6.....	4 pieces 3x18 34.....	612	
	3 pieces 4x16 40.....	639	
	1 piece 4x16 36.....	192	
	7 pieces 3x18 40.....	1,260	
	1 piece 3x18 38.....	171	
	12 pieces 3x18 34.....	1,836	
	1 piece 3x14 40.....	140	
January 31.....	2 pieces 6x8 42.....	336	
March 20.....	2 pieces 6x8 42.....	336	
	4 pieces 6x12 36.....	864	
	1 piece 10x10 40.....	333	
	3 pieces 10x10 68.....	1,700	
	2 pieces 8x22 40.....	1,174	
	4 pieces 10x22 40.....	2,933	
	3x6 .....	649	
April 1.....	8 pieces 8x8 36 and 38.....	1,987	
	4 pieces 10x10 .....	1,000	
	2x6 .....	829	
	Total number of feet.....		166,349
	<i>Oregon Pine (wider than 18 inches).</i>		
1870.			
December .....	Amount from page —		
	32 feet and under.....	3,548	
	over 32 feet.....	9,607	
December 23...	7 pieces 3x24 30.....	1,260	
	1 piece 4x24 18.....	144	
	1 piece 3x20 12.....	60	
	4 pieces 3x24 30.....	720	
	2 pieces 3x24 34.....	408	
	3 pieces 3x24 40.....	720	
	3 pieces 3x24 34.....	612	
	3 pieces 3x20 34.....	510	
	2 pieces 3x24 34.....	408	
	1 piece 3x24 30.....	180	
	1 piece 3x20 12.....	60	
December 24...	2 pieces 3x24 30.....	360	
	2 pieces 3x20 34.....	340	
	2 pieces 3x24 40.....	480	
	2 pieces 3x20 34.....	340	
December 26...	1 piece 3x24 30.....	180	
	2 pieces 3x24 40.....	480	
	1 piece 3x24 34.....	204	
	1 piece 3x24 30.....	180	
	1 piece 3x24 40.....	240	
	1 piece 3x24 34.....	204	
	1 piece 3x20 34.....	170	
December 27...	4 pieces 3x24 40.....	960	
	1 piece 3x20 34.....	170	

Date.	Description.	Feet.	Total feet.
December 27...	4 pieces 3x20 34.....	680	
December 28...	1 piece 3x24 34.....	204	
	4 pieces 3x24 30.....	720	
	5 pieces 3x20 34.....	850	
	1 piece 3x20 14.....	70	
	1 piece 3x24 40.....	240	
	1 piece 3x24 34.....	204	
	1 piece 3x24 30.....	180	
	2 pieces 5x24 34.....	680	
	2 pieces 3x24 34.....	408	
December 30...	3 pieces 3x24 34.....	612	
	1 piece 3x20 34.....	170	
	11 pieces 3x20 34.....	1,870	
	3 pieces 3x24 34.....	612	
December 31...	8 pieces 3x20 34.....	1,360	
	5 pieces 3x20 34.....	850	
	1 piece 3x24 34.....	204	
	8 pieces 3x20 34.....	1,360	
	5 pieces 3x20 34.....	850	
	3 pieces 3x24 34.....	612	
	2 pieces 3x24 40.....	480	
	3 pieces 3x20 34.....	510	
1871.			
January 2.....	2 pieces 3x24 34.....	408	
	2 pieces 3x20 34.....	340	
	4 pieces 3x20 34.....	680	
	1 piece 3x22 34.....	187	
January 3.....	2 pieces 3x24 40.....	480	
	2 pieces 3x24 34.....	408	
	1 piece 3x20 34.....	170	
	3 pieces 3x20 34.....	510	
	1 piece 3x20 34.....	170	
	2 pieces 3x24 34.....	408	
	2 pieces 3x20 34.....	340	
	1 piece 3x22 38.....	209	
	8 pieces 3x20 34.....	1,360	
January 28.....	3x24 .....	7,140	
	Total .....		49,081
<i>Fir Lumber.</i>			
1870.			
October 1.....	55 pieces 3x10 16.....	2,200	
	6 pieces 3x10 40.....	600	
	2 pieces 3x10 32.....	160	
	6 pieces 3x10 32.....	480	
	65 pieces 3x10 16.....	2,600	
	13 pieces 3x10 20.....	650	
	13 pieces 3x10 18.....	585	
	6 pieces 3x8 20.....	240	

Date.	Description.	Feet.	Total feet.
October 1.....	8 pieces 3x8 18.....	288	
	5 pieces 4x10 16.....	267	
	1 piece 8x10 12.....	80	
	1 piece 6x10 12.....	60	
	2 pieces 6x12 16.....	192	
	7 pieces 6x12 14.....	588	
	17 pieces 2x12 14.....	476	
	2 pieces 4x12 36.....	288	
	2 pieces 2x12 34.....	136	
	1 piece 6x12 24.....	144	
	2 pieces 2x4 18.....	24	
	21 pieces 2x12 34.....	1,428	
	12 pieces 3x18 12.....	648	
	1 piece 6x10 12.....	60	
	1 piece 8x10 12.....	80	
	3 pieces 6x12 14.....	252	
	7 pieces 2x12 14.....	196	
	8 pieces 4x16 12.....	512	
	2 pieces 3x8 12.....	48	
	5 pieces 4x10 22.....	367	
	1 piece 8x10 22.....	147	
	2 pieces 6x14 20.....	140	
	1 piece 6x10 18.....	90	
	3 pieces 4x10 24.....	240	
	6 pieces 3x10 26.....	390	
	2 pieces 4x12 30.....	240	
	2 pieces 4x12 26.....	204	
	3 pieces 6x12 24.....	432	
	2 pieces 3x10 24.....	300	
	2 pieces 6x10 34.....	240	
	3 pieces 8x8 22.....	352	
	2 pieces 8x18 22.....	293	
	38 pieces 3x8 16.....	1,216	
	7 pieces 4x10 16.....	373	
	5 pieces 3x18 16.....	373	
	5 pieces 4x16 16.....	427	
	3 pieces 4x16 12.....	192	
	2 pieces 6x12 16.....	192	
	1 piece 6x12 14.....	84	
	18 pieces 4x4 16.....	384	
	1 piece 4x6 16.....	32	
	2 pieces 2x6 16.....	32	
	9 pieces 6x10 20.....	900	
	1 piece 8x10 20.....	133	
	1 piece 6x8 22.....	88	
	7 pieces 6x8 28.....	784	
	3 pieces 3x10 28.....	210	
	9 pieces 3x10 26.....	585	
	12 pieces 2x12 34.....	816	

Date.	Description.	Feet.	Total feet.
October 1.....	12 pieces 3x10 24.....	720	
	1 piece 8x8 22.....	117	
	2 pieces 8x10 20.....	267	
	2 pieces 4x10 22.....	146	
	4 pieces 3x10 26.....	260	
	3 pieces 6x6 28.....	252	
	1 piece 4x12 30.....	120	
	24 pieces 3x10 20.....	1,200	
	15 pieces 2x16 20.....	795	
	1 piece 3x6 18.....	27	
	33 pieces 3x10 20.....	1,650	
	4 pieces 4x10 20.....	267	
	5 pieces 6x12 18.....	540	
	2 pieces 6x8 28.....	224	
	24 pieces 3x8 18.....	864	
	16 pieces 3x10 22.....	880	
	22 pieces 3x10 20.....	1,100	
	6 pieces 4x10 20.....	400	
	2 pieces 6x12 16.....	192	
	1 piece 6x10 18.....	90	
	5 pieces 6x10 20.....	500	
	1 piece 8x10 20.....	133	
	1 piece 4x10 22.....	73	
	5 pieces 4x10 24.....	400	
	1 piece 3x10 20.....	50	
	1 piece 4x10 20.....	67	
	1 piece 2x12 26.....	52	
	2 pieces 8x8 22.....	235	
	4 pieces 3x10 24.....	240	
	1 piece 4x4 12.....	16	
	1 piece 8x10 20.....	133	
	1 piece 8x10 22.....	146	
	15 pieces 3x10 26.....	975	
	2 pieces 4x12 30.....	240	
	1 piece 6x10 34.....	170	
	1 piece 6x8 28.....	112	
	1 piece 6x6 28.....	84	
	1 piece 4x6 28.....	56	
	1 piece 2x12 30.....	60	
	1 piece 4x6 34.....	68	
	9 pieces 6x6 28.....	756	
	4 pieces 3x10 26.....	260	
	2 pieces 4x12 30.....	240	
	2 pieces 3x10 32.....	160	
	1 piece 3x10 22.....	55	
	11 pieces 3x10 26.....	715	
	11 pieces 3x10 28.....	770	
	9 pieces 2x12 34.....	612	
	2 pieces 3x10 24.....	120	
	5 pieces 4x16 12.....	320	

Date.	Description.	Feet.	Total feet.
October 1.....	8 pieces 4x16 16.....	683	
	4 pieces 4x16 14.....	300	
	1 piece 3x18 16.....	72	
	1 piece 8x10 20.....	133	
	1 piece 8x8 32.....	171	
	2 pieces 6x10 34.....	340	
	21 pieces 2x12 34.....	1,428	
	5 pieces 3x12 14.....	212	
	6 pieces 2x12 14.....	168	
	11 pieces 3x10 26.....	715	
	1 piece 3x10 28.....	70	
	3 pieces 3x10 32.....	240	
	4 pieces 4x10 18.....	240	
	4 pieces 2x6 18.....	72	
	1 piece 3x10 18.....	45	
	6 pieces 4x6 20.....	240	
	6 pieces 4x8 18.....	288	
	8 pieces 3x12 16.....	384	
	25 pieces 4x16 12.....	1,600	
	6 pieces 4x16 14.....	450	
	4 pieces 2x6 12.....	48	
	1 piece 2x6 20.....	20	
	2 pieces 2x8 18.....	48	
	2 pieces 2x6 16.....	32	
	1 piece 6x10 20.....	100	
October 21.....	6 pieces 2x12 34.....	408	
	5 pieces 8x10 20.....	665	
	1 piece 8x8 32.....	171	
	12 pieces 4x16 16.....	1,020	
	1 piece 6x10 34.....	170	
	9 pieces 4x16 14.....	675	
	1 piece 8x10 20.....	133	
	1 piece 4x16 12.....	64	
	5 pieces 3x10 34.....	425	
	1 piece 3x10 32.....	80	
	2 pieces 3x10 26.....	130	
October 22.....	1 piece 3x8 26.....	52	
	50 pieces 3x8 20.....	2,000	
	11 pieces 3x12 16.....	528	
	21 pieces 4x8 18.....	1,008	
	7 pieces 3x10 22.....	385	
	8 pieces 3x10 24.....	480	
October 24.....	5 pieces 3x8 20.....	200	
	5 pieces 3x8 18.....	180	
	10 pieces 3x12 16.....	480	
	20 pieces 2x16 20.....	1,060	
	8 pieces 4x10 20.....	536	
	3 pieces 3x10 20.....	150	
October 25.....	1 piece 3x8 20.....	40	
	1 piece 3x10 32.....	80	

Date.	Description.	Feet.	Total feet.
October 25.....	1 piece 3x10 34.....	85	
	9 pieces 2x6 30.....	270	
	2 pieces 6x8 30.....	240	
	5 pieces 2x6 30.....	120	
	2 pieces 3x10 26.....	130	
	4 pieces 3x8 30.....	240	
	9 pieces 3x10 32.....	720	
October 26.....	23 pieces 2x6 30.....	690	
	13 pieces 3x10 24.....	780	
	4 pieces 3x8 30.....	240	
	1 piece 3x10 28.....	70	
	1 piece 3x4 32.....	32	
October 27.....	13 pieces 3x10 32.....	1,080	
	1 piece 3x8 20.....	60	
	4 pieces 3x10 40.....	400	
	2 pieces 8x8 32.....	342	
	1 piece 8x10 20.....	133	
	2 pieces 3x10 32.....	160	
	1 piece 3x8 30.....	60	
	13 pieces 3x8 20.....	520	
	2 pieces 2x8 20.....	54	
October 28.....	4 pieces 4x6 20.....	160	
	23 pieces 3x10 24.....	1,380	
October 29.....	32 pieces 4x8 18.....	1,536	
	23 pieces 3x8 20.....	920	
	6 pieces 4x8 18.....	288	
	2 pieces 4x8 18.....	96	
	2 pieces 3x8 20.....	80	
November 4...	3 pieces 3x10 32.....	240	
November 5...	2 pieces 4x12 16.....	128	
	2 pieces 4x12 12.....	96	
	16 pieces 2x12 12.....	384	
	1 piece 3x10 24.....	60	
November 9...	5 pieces 3x10 24.....	300	
	3 pieces 3x8 18.....	108	
November 10...	5 pieces 4x10 24.....	400	
	10 pieces 2x6 30.....	300	
	1 piece 3x10 28.....	70	
	7 pieces 3x8 26.....	364	
November 11...	4 pieces 3x12 24.....	288	
	29 pieces 2x12 24.....	1,392	
	7 pieces 2x12 22.....	308	
	6 pieces 3x10 32.....	480	
	1 piece 3x8 32.....	64	
	5 pieces 3x8 22.....	220	
	1 piece 3x8 18.....	36	
	5 pieces 3x10 18.....	225	
November 12...	16 pieces 3x10 24.....	960	
	7 pieces 3x8 22.....	308	
	5 pieces 3x10 32.....	400	



Date.	Description.	Feet.	Total feet.
November 12...	1 piece 6x12 18.....	108	
	22 pieces 3x8 22.....	968	
	4 pieces 3x8 22.....	176	
	1 piece 3x10 24.....	60	
November 15...	21 pieces 3x8 22.....	924	
	18 pieces 3x10 24.....	1,080	
	Total number of feet.....		81,169
November 1...	by 4x16 fir returned.....	2,432	
December 8...	by 4x16 fir returned.....	990	
December 30...	by amount fir lumber rejected...	31,116	
			34,538
	Am't charged in bill Dec. 31.....		46,631
December 30...	8 pieces 3x10 22.....	440	
	5 pieces 3x10 28.....	350	
	3 pieces 3x10 24.....	180	
	1 piece 3x10 32.....	80	
	1 piece 3x8 32.....	64	
	1 piece 3x8 20.....	40	
	3 pieces 2x14 20.....	141	
	2 pieces 2x12 20.....	80	
	3 pieces 2x12 24.....	144	
	1 piece 2x12 26.....	52	
	2 pieces 2x8 24.....	64	
	1 piece 2x8 26.....	35	
	9 pieces 3x10 22.....	495	
	10 pieces 3x10 24.....	600	
	10 pieces 3x10 28.....	700	
	2 pieces 4x12 20.....	160	
	1 piece 3x8 24.....	48	
	2 pieces 3x6 32.....	96	
	3 pieces 2x10 26.....	129	
	4 pieces 2x10 22.....	148	
	1 piece 2x10 24.....	40	
	1 piece 2x10 20.....	33	
	7 pieces 2x10 24.....	280	
	5 pieces 2x10 22.....	185	
	1 piece 2x10 18 charged in June bill.....	30	
1871.			
January 14.....	7 pieces 4x16 16 rejected fir returned.....	595	
	2 pieces 4x12 26.....	208	
January 26.....	26 pieces 2x10 22.....	962	
	7 pieces 2x10 20.....	231	

Date.	Description.	Feet.	Total feet.
January 30.....	21 pieces 4x8 18.....	1,008	
February 4.....	6x10 .....	590	
	4x8 .....	80	
February 9.....	4x16 .....	267	
	2x8 .....	26	
	3x18 charged in bill		
	March 1st.....	54	
			55,266
May —.....	To amount of fir lumber used of fir rejected by T. Lenzen....		19,602
	Total number of feet of fir		74,868
	<i>Shingles.</i>		
1870.			
October 18.....	5 bunches.....	1,000	
1871.			
January 16.....	5 bunches.....	1,000	
	1 bunch.....	200	
April 18.....	1 bunch.....	200	
May 25.....	111 bunches extra sawed.....	27,750	
June 10.....	8 bunches extra sawed.....	15,750	
	Total shingles furnished.....		45,900
	<i>Number of feet of each class of lumber used.</i>		
	Redwood (common).....	214,179	
	Redwood (surface).....	23,591	
	Mendocino (surface).....	36,137	
	Tongued and grooved redwood..	86,818	
	Tongued and grooved Oregon pine .....	95,886	
	Select lumber.....	768	
	Clear lumber.....	174,921	
	Oregon pine, 32 feet and under..	286,400	
	Oregon pine longer than 32 feet	166,349	
	Oregon pine wider than 18 inches	49,081	
	Fir lumber.....	74,868	
	Total .....		1,208,998
	Shingles .....	2,400	
	Shingles, extra sawed.....	43,500	
	Total .....		45,900

## TIMBER AND LUMBER IN NORMAL SCHOOL BUILDING.

Description.		No. Feet.
456 pieces 8x10	lineal.....	3,040
912 pieces 8x8	lineal.....	4,866
16 pieces 10x10	62.....	8,275
4 pieces 8x10	62.....	1,652
8 pieces 6x10	62.....	2,480
200 pieces 3x10	62.....	31,000
2 pieces 6x6	20.....	120
18 pieces 6x6	14.....	750
896 pieces 8x10	lineal.....	5,973
4 pieces 6x10	12.....	240
6 pieces 6x10	12.....	360
18 pieces 6x10	6.....	540
56 pieces 6x10	6.....	1,680
12 pieces 6x10	14.....	840
8 pieces 6x6	7.....	168
40 pieces 6x10	8.....	1,600
4 pieces 8x10	62.....	1,652
4 pieces 8x10	68.....	1,812
1 piece 6x10	68.....	340
58 pieces 6x10	6.....	1,740
8 pieces 6x10	62.....	2,480
60 pieces 6x10	7.....	2,100
50 pieces 3x10	62.....	7,750
40 pieces 3x10	62.....	6,200
8 pieces 3x8	38.....	608
8 pieces 6x8	52.....	1,664
4 pieces 6x8	70.....	1,120
100 pieces 6x8	6.....	2,400
140 pieces 3x8	38.....	10,640
96 pieces 3x8	38.....	7,296
240 pieces 3x6	16.....	5,760
240 pieces 2x12	16.....	7,680
680 pieces 4x6	lineal.....	1,360
46 pieces 3x6	14.....	966
1,824 pieces 2x8	lineal.....	2,426
1,020 2x6	lineal.....	1,020
16 pieces 8x8	60.....	5,120
10 pieces 8x8	64.....	3,410
8 pieces 8x8	62.....	2,648
92 pieces 3x10	62.....	14,260
2 pieces 6x8	68.....	544
537 pieces 3x8	19.....	20,406
1,500 3x8	lineal.....	3,000
270 pieces 3x8	18.....	9,720
720 3x8	lineal.....	1,440
56 pieces 3x8	40.....	4,480
56 pieces 3x10	40.....	5,600

Description.			No. feet.
3,000	2x8	lineal.....	3,750
183	pieces 3x6	16 .....	4,392
488	3x6	lineal.....	732
1,052	2x6	lineal.....	1,052
94,850		1½ Oregon flooring.....	95,350
51,000		1 counter ceiling.....	51,000
38,000		1½ weatherboarding.....	38,000
2,700		3½ door frames in basement.....	2,700
1,825		blocking on wall plates.....	1,825
6,924		⅞ wainscotting, 4 ft.....	6,924
1,395		⅞ wainscotting, 6 ft.....	1,395
16,875		⅞ ventilator .....	16,875
2,000		sheathing on tower .....	2,000
556		sheathing on tower .....	556
5,550		1½ flooring .....	5,550
4,800		2½ flooring.....	4,800
770		1½ ceiling .....	770
400		1½.....	400
200	2x4	.....	200
28,850		1 dress sheeting.....	28,850
35,500		1 inch sheeting on walls .....	35,500
11,846	2x4	linear joist bridging.....	11,846
22,350		timbers in principal roof.....	22,350
1,179	2x4	.....	1,179
55	pieces 2x6	20.....	1,100
4	pieces 6x12	36.....	864
4	pieces 8x8	22.....	468
15	pieces 3x10	22.....	825
4	pieces 3x10	22.....	220
30	pieces 2x10	14.....	690
4	pieces 4x6	14.....	112
8	pieces 10x12	28.....	2,240
12	pieces 3x14	22.....	924
20	pieces 2x14	22.....	1,020
4	pieces 8x8	12.....	256
1	piece 6x8	10.....	40
1	piece 6x8	12.....	48
10	pieces 2x8	12.....	160
6,832		1½ inch, clear.....	6,832
5,337		1 inch, clear.....	5,337
1,182		3 inch, clear.....	1,182
2,340		studding .....	2,340
16,443		ceiling.....	16,443
3,912		1.....	3,912
3,634		1.....	3,634
144		.....	144
11,980		2 inch piazza floors.....	11,980
4,871		1 inch piazza floors.....	4,871
7,721		1½ inch.....	7,721
5,292		2 inch.....	5,292

Description.		No. feet.
6,500	2 inch.....	6,500
18,300	stair material.....	18,300
4 pieces	10x12 42.....	3,080
2 pieces	8x22 42.....	1,232
4 pieces	10x10 42.....	1,400
2 pieces	8x12 12.....	192
12 pieces	8x12 20.....	1,920
2 pieces	8x12 8.....	128
19 pieces	8x12 14.....	2,128
32 pieces	6x8 7.....	896
12 pieces	2x10 22.....	432
12 pieces	10x10 52.....	5,196
4 pieces	10x10 24.....	800
16 pieces	8x10 22.....	2,336
16 pieces	8x8 12.....	1,025
20 pieces	6x8 14.....	1,120
3 pieces	10x14 102.....	3,570
37 pieces	3x8 3½.....	259
32 pieces	3x6 3.....	144
9 pieces	3x12 12.....	324
50 pieces	3x12 16.....	2,400
76 pieces	2x3 18.....	684
176 pieces	2x12 8.....	2,816
104 pieces	2x12 1.....	208
220 pieces	1x12 25.....	5,500
108 pieces	2x6 20.....	2,160
19 pieces	2x12 68.....	2,594
432 pieces	2x10 20.....	14,256
200 pieces	2x6 1.....	200
8 pieces	6x8 14.....	448
16 pieces	6x8 8.....	512
160 pieces	4x6 7.....	2,240
8 pieces	8x8 22.....	936
8 pieces	4x8 14.....	304
8 pieces	4x8 10.....	216
8 pieces	4x6 12.....	192
4 pieces	4x8 14.....	148
4 pieces	2x6 13.....	52
3 pieces	2x8 29.....	111
4 pieces	2x6 22.....	88
3 pieces	2x6 14.....	42
3 pieces	2x6 8.....	24
6 pieces	2x8 14.....	114
7 pieces	2x6 14½.....	101
4 pieces	2x6 27.....	108
4 pieces	2x8 14.....	76
40 pieces	2x6 18.....	720
1,500	2x3 lineal.....	1,500
1,000	door grounds.....	1,000

Description.		No. feet.
7,000	surface, 1, 1½, 1½, on building.....	7,000
1 piece	3x24 44.....	264
360	fir in benches.....	360
1,200	1 inch rough boards.....	1,200
3 pieces	3x18 24.....	324
1 piece	2x16 22.....	58
29 pieces	2x12 12.....	696
1 piece	6x6 18.....	54
360	1½, 1 inch benches.....	360
300	do do.....	300
30 pieces	2x12 12.....	720
20 pieces	3x6 5.....	150
1,000	in mortar boxes and concrete frames.....	1,000
1,540	old lumber in yard.....	1,540
2 pieces	6x12 16.....	192
2 pieces	3x10 20.....	100
18 pieces	6x8 6.....	432
13 pieces	3x10 20.....	650
33 pieces	3x8 20.....	1,320
6 pieces	10x10 62.....	3,102
72 pieces	4x8 6.....	1,152
4 pieces	6x10 9.....	180
28 pieces	2x8 20.....	728
65 pieces	2x6 18.....	1,170
1 piece	4x8 20.....	55
4 pieces	3x10 26.....	260
11 pieces	3x16 26.....	1,144
4,680	in yard, refused.....	4,680
400	1 and 1½, in benches.....	400
1,220	old lumber in scaffolding.....	1,220
9 pieces	3x8 18.....	324
1 piece	8x10 30.....	200
3 pieces	6x12 32.....	576
7 pieces	3x16 26.....	728
530	1 inch rough boards.....	530
650	Oregon lumber in yard.....	650
2 pieces	12x14 26.....	560
2 pieces	8x22 30.....	880
6 pieces	2x6 18.....	108
1,100	odd lumber inside of building.....	1,100
1,900	do do.....	1,900
14 pieces	3x6 14.....	294
15 pieces	3x4 12.....	180
4 pieces	3x8 25.....	200
13 pieces	2x6 16.....	208
3 pieces	3x8 40.....	240
1 piece	3x12 24.....	72
21 pieces	6x10 6.....	630
10 pieces	3x8 20.....	400
70 pieces	2x6 18.....	1,260

Description.			No. feet.
45 pieces	2x8	18.....	1,080
4 pieces	2x6	24.....	96
22,000	1 inch,	surfaced in cornices.....	22,000
51,000	1½ inch	furrowing and counter ceiling.....	51,000
7,000	1 and 1½ inch,	surfaced in building.....	7,000
3,000	1 inch	rough boards in office .....	3,000
900	1½ inch	rough boards clear .....	900
500	1 inch	in privy.....	500
2,640	1 inch	in building and scaffolding .....	2,640
1 piece	8x10	18.....	120
1 piece	8x8	22.....	117
29 pieces	3x10	20.....	1,450
43 pieces	2x10	18.....	1,290
10 pieces	4x4	14.....	190
3 pieces	4x6	16.....	96
100 pieces	3x8	18.....	3,600
2 pieces	3x18	32.....	288
1 piece	2x14	24.....	56
1,570	refused	odd lengths and sizes.....	1,570
4 pieces	3x24	32.....	768
18 pieces	3x8	20.....	720
4 pieces	4x8	38.....	400
462	feet	pins.....	462
30 pieces	2x8	12.....	480
172	1 inch	rough.....	172
4 pieces	2x6	22.....	88
4 pieces	8x8	34.....	712
3 pieces	8x8	20.....	315
6 pieces	8x8	32.....	1,026
2 pieces	8x8	20.....	212
1 piece	3x24	26.....	156
1 piece	8x10	30.....	200
14 pieces	3x16	26.....	1,456
4 pieces	3x18	22.....	396
68 pieces	2x8	16.....	1,428
48 pieces	2x6	23.....	1,104
8 pieces	8x8	22½.....	984
76 pieces	2x12	20.....	3,040
4 pieces	8x8	51.....	1,088
12 pieces	8x10	18.....	1,440
12 pieces	8x10	18.....	1,440
8 pieces	3x10	18.....	360
48 pieces	3x10	68.....	8,160
20 pieces	2x4	24.....	320
32 pieces	6x8	6.....	768
10 pieces	3x6	20.....	300
4 pieces	8x10	68.....	1,812
2 pieces	8x8	16.....	170
5 pieces	3x10	24.....	300
2 pieces	2x6	24.....	48

Description.			No. feet.
2 pieces	3x10	30.....	150
27 pieces	2x10	5 stairway.....	225
2 pieces	3x10	26 stairway.....	130
51 pieces	2x10	5 stairway.....	425
2 pieces	3x10	28 stairway.....	140
2 pieces	3x10	20 stairway.....	100
18 pieces	2x12	5 stairway.....	180
2,000	lumber in ladders and raising horses.....		2,000
5,000	lumber waste in concrete boxes, scaffolding stays, etc.....		5,000
1,000	feet on cornice closing frieze.....		1,000
	5 per cent waste on 500,000 feet.....		25,000
6 pieces	4x8	50 wall plates.....	798
9 pieces	4x8	64.....	1,530
4 pieces	4x8	44.....	468
2 pieces	4x8	50.....	266
4 pieces	4x8	30.....	320
4 pieces	4x8	20.....	212
4 pieces	4x8	20.....	212
10 pieces	4x8	100.....	2,660
64 pieces	3x10	40.....	6,400
16 pieces	3x10	10½.....	400
50 pieces	3x10	32.....	4,000
50 pieces	3x10	24.....	3,000
32 pieces	3x10	20.....	1,600
23 pieces	3x10	28.....	1,610
150 pieces	3x10	32.....	12,000
20 pieces	4x12	20.....	1,600
	basement window frames.....		4,000
	basement door frames.....		480
4 pieces	4x12	30.....	480
52 pieces	4x16	24.....	6,656
54 pieces	3x18	24.....	5,832
54 pieces	3x20	32.....	8,640
164 pieces	3x18	34.....	25,092
166 pieces	3x18	30.....	22,410
80 pieces	3x18	12.....	4,320
40 pieces	3x24	30.....	7,380
41 pieces	3x24	40.....	9,840
4 pieces	3x22	30.....	660
4 pieces	3x22	40.....	880
30 pieces	3x18	30.....	4,050
30 pieces	3x18	40.....	5,400
48 pieces	3x12	14.....	2,016
44 pieces	3x18	24.....	4,752
60 pieces	3x20	34.....	10,200
166 pieces	3x18	30.....	22,410
80 pieces	3x18	12.....	4,230
16 pieces	2x6	32.....	512
36 pieces	2x6	34.....	1,224

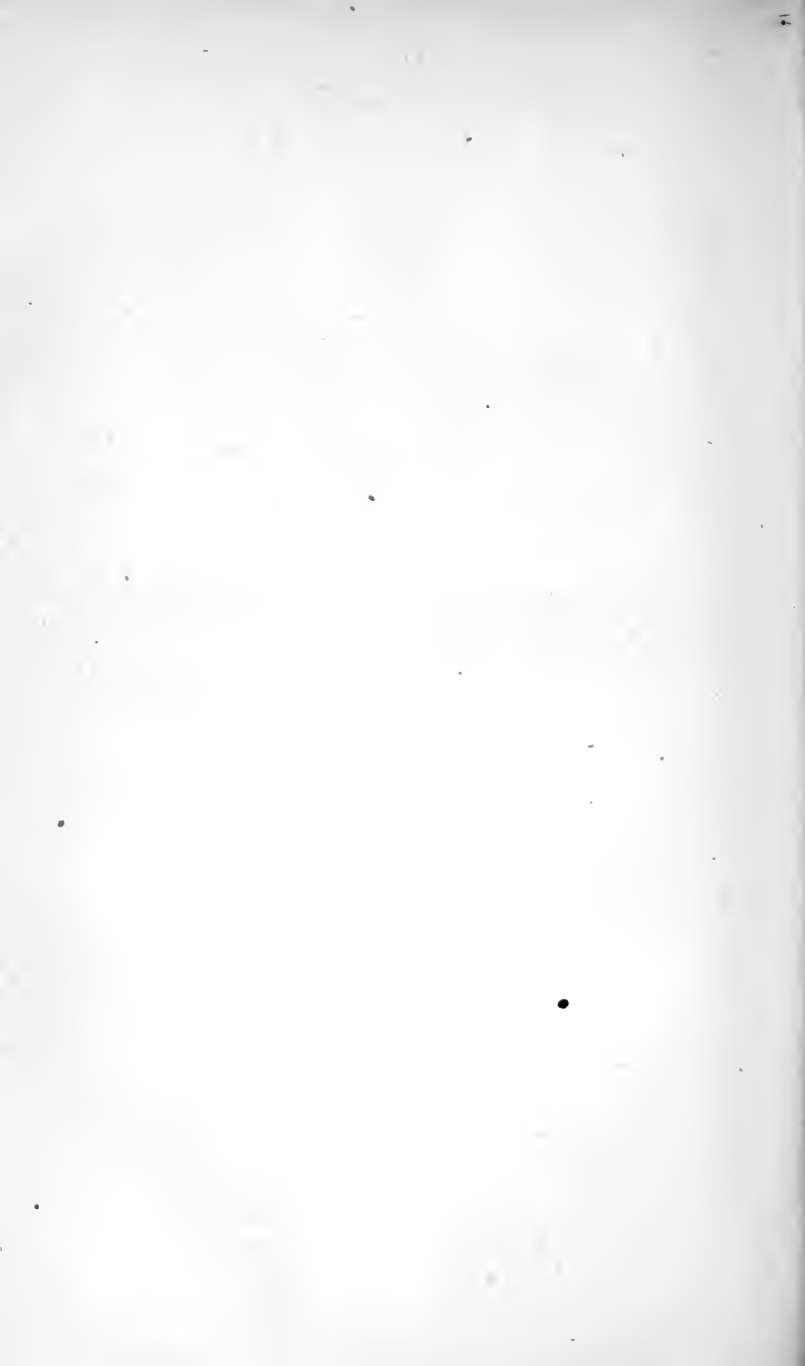


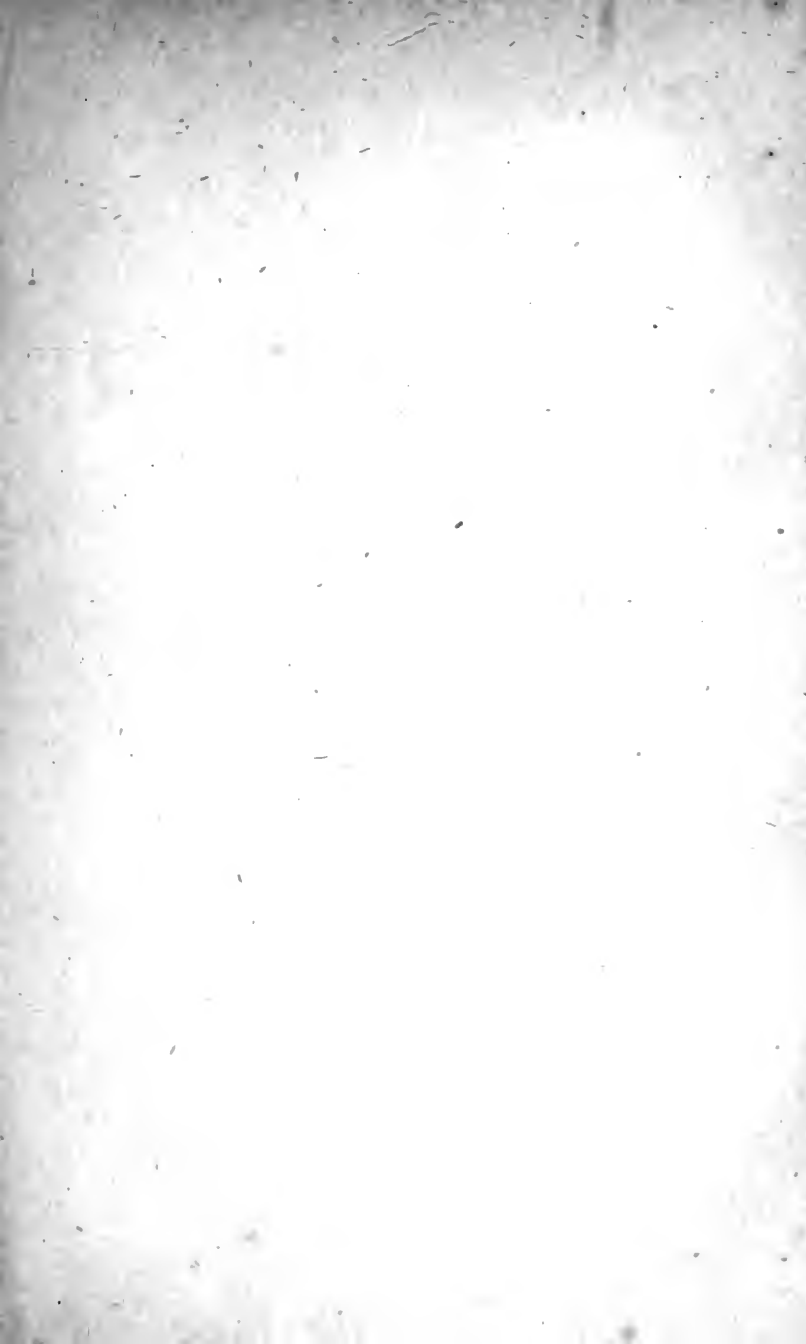
Description.	No. feet.
18 pieces 3x24 16.....	1,728
42 pieces 3x18 16.....	3,024
22 pieces 3x24 34.....	4,488
20 pieces 3x18 34.....	3,060
22 pieces 2x14 34.....	1,738
1 piece 12x18 36.....	648
15 pieces 2x12 18 .....	540
72 pieces 3x20 66.....	23,760
20 pieces 2x8 18.....	480
furring and joists in vault.....	250
Total .....	1,140,584
Amount of brick in basement, (kiln count).....	420,000

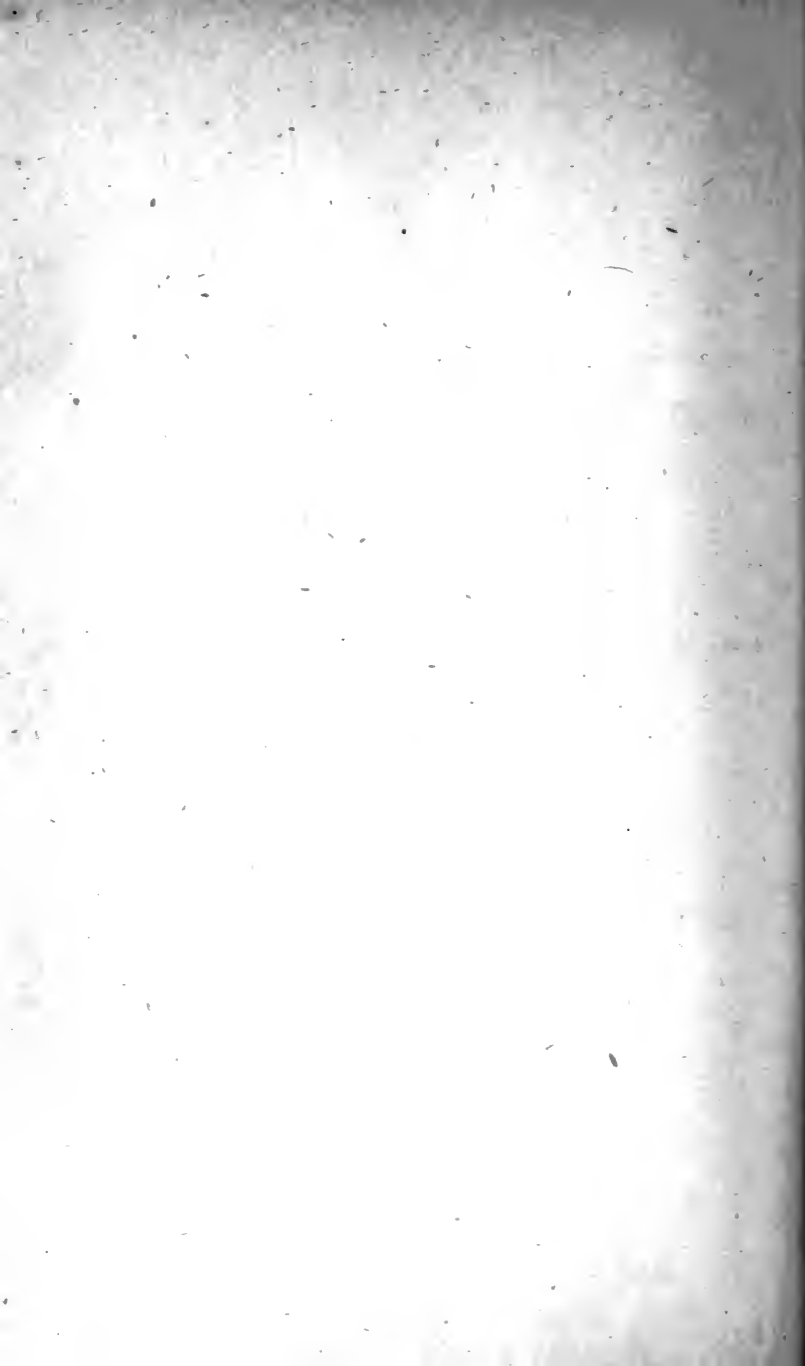
CERTIFICATE.

This is to certify that the above is a correct estimate by measurement of the lumber in the State Normal School House located at San José, to the best of knowledge and belief.

J. J. DENNY.  
C. C. COOK.







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NINETEENTH SESSION OF THE LEGISLATURE OF THE STATE OF CALIFORNIA

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REPORT  
OF THE  
COMMITTEE ON CORPORATIONS  
OF THE ASSEMBLY,  
UPON  
RAILROAD FREIGHTS AND FARES.

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GILES H. GRAY, Chairman; M. J. WRIGHT, ROBERT BELL, ASA ELLIS,  
H. M. HAYES, C. L. F. BROWN, W. R. WHEATON,  
J. B. RICE, W. C. CONNOLLY, Committee.

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T. A. SPRINGER.....STATE PRINTER.

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## REPORT OF COMMITTEE.

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NINETEENTH SESSION OF THE LEGISLATURE OF THE STATE OF CALIFORNIA.

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SACRAMENTO, February, 1872.

MR. SPEAKER: The Committee on Corporations from the Assembly, to whom was referred Assembly Bills Numbers Seven and Nine, each entitled—"An Act to amend an Act entitled an Act to provide for the incorporation of railroad companies and the management of the affairs thereof, and other matters relating thereto, approved May twentieth, eighteen hundred and sixty-one"—report that they have had the same under consideration, and have arrived at the conclusions which are hereinafter set forth.

The magnitude of the questions involved demanded of the committee a careful and thorough investigation, and demands of this House an attentive hearing before final action on the bills introduced.

Deeming the matter referred to them one upon which adverse opinions could be entertained, the committee first proceeded to ascertain if possible the complaints or injuries which the bills were designed to remedy, and afterward to call in and examine all available evidence tending to show the effect which the proposed bills would have upon railroad companies, and the facts and circumstances which should govern the committee in amending the bills offered, or in preparing a substitute which would do exact justice between the people of the State on the one hand and the railroad companies on the other. To that end the committee called before them the authors of the bills, and many witnesses who, from residence in different portions of the State, were supposed to be able to represent the people of the State and the wrongs, if any, suffered by them. The result of the evidence of this class of witnesses was that no cause of complaint existed against any railroad com-

pany of this State as to the rates of freights and fares now charged by it, and that the only and real object of the bills under consideration was not so much to change the present rates, as to fix them where they are, and thus to prevent a future increase. No extortion or oppression was proved. Some vague and unauthenticated complaints were made in regard to certain rates charged at way stations between Colfax and Truckee upon the Central Pacific Railroad, because, it was alleged, that such way rates were higher, in proportion to the through rates from Sacramento to the State line, than the residents of the locality desired to pay. With what justice this complaint is made will be seen hereafter.

The provisions of the bills offered were then examined and the explanations of the authors received, but although the committee patiently listened to all which the author could offer to justify the rates and regulations which were embodied in his bill, they became convinced that the same had been prepared without method, system, or rule. No evidence could be obtained to show that they were the result of any practical experience whatever, or that if fastened upon the railroads of this State by the force of law, it would not in effect be an oppression not only upon such railroads, but also upon the people of the State. The oppression upon the people would result from the operation of any law which compels the railroad, in order to secure necessary income, to fix rates equal for both directions, and upon all classes of freight, and upon all grades. Should such a law be adopted it would be prohibitory upon certain natural products of the earth, which are now in fact moved at less rates than are fixed by the proposed bills, because the companies can charge higher rates than those fixed by the bills upon certain freights which can afford it. The rule contained in the bill offered, which provides that loading and unloading should be at the cost of the company, was also found to be an objection to the bill, because prohibitory upon the business of freighting hay, granite, wood, and the like, which are invariably loaded at the outposts of the roads by the shippers, where the road have no stations, and by reason of the scarcity of business cannot keep men employed for such work.

The provision to allow rates to be charged by measurement in certain cases was not found to give the relief demanded by the companies from the oppressive features of the bills, because such a rule is impracticable with roads making connections with other roads out of this State on whom such a rule is not obligatory, and hence is disregarded.

Having thus ascertained the imperfections of the bills under consideration, the committee next proceeded to obtain, if possible, sufficient information to report a substitute for the bill, and a basis for some action by the House on the subject matter, and to this end have collated and



examined all railroad statistics, reports, laws, and regulations which they could obtain, and called before them such railroad experts, engineers, superintendents, and employes as they could find, and also procured extracts from the books of the Central Pacific Railroad Company, and a full list of its charges, and freight and passenger fare regulations.

The result of this investigation has been that in order to do even approximate justice to both the people and the railroad, a general law regulating freights and fares cannot be framed to apply to all the roads in this State; but if such matters must be regulated by law, then there should be a separate statute for each road, in which the classes of freight should be distinctly specified, and the rates upon each class and between each station should be distinctly and plainly set forth. A law of this kind for the Central Pacific Railroad would require a larger book than is the entire statutes of the last session of the Legislature of the State of California.

Therefore, the committee feel justified in the belief that it is impracticable for the Legislature to do more than enact a general rule governing railroads in the construction of their tariffs, and no rigid schedule of rates can be adopted which will do justice both to the carrier and shipper.

The evidence before the committee developed a multitude of facts and arguments to support this doctrine, of which we will now present to the House the most prominent; and first:

*Rigid tariffs are not the rule of the United States.*

The evidence comprehended much valuable information relating to the usages and laws of other States, and as the committee judged that experience is the best aid in testing the application of law to future operations, they have carefully sought a precedent for the action demanded by the bills under consideration. The average usage of other States of the United States must be admitted as evidence of the average sentiment and opinions of the American people upon this subject of arbitrary legislation on the finances of railroads, and as having at once a tendency to smooth down whatever asperities of opinion or judgment that might be existing in some few States in consequence of the conflicts between railroad management and shippers.

The following table will show the legal restrictions which different States have placed upon the free development of their railroad systems; and of the few that show any arbitrary legislation, the committee will exhibit the results of other evidence showing how unwise has been the attempt on the part of such States to do anything which would actually

restrict companies to obedience to a rigid rule, and thus oftentimes fix barriers between the real wants of the communities and the common carriers. The table, it will be observed, gives but the general results of the examinations of all of the laws of the United States, and the details, where necessary, will be shown afterwards.

No.	Name of State.	State of Restrictions.	No. miles of Railroad, 1871.
1	Maine .....	Nothing .....	786
2	New Hampshire.....	10 per cent to be assured companies.....	736
3	Vermont .....	10 per cent to be assured companies.....	614
4	Massachusetts .....	After 10 per cent assured may legislate.....	1,480
5	Rhode Island.....	After 12 per cent assured may legislate.....	136
6	Connecticut .....	Nothing but Commissioner reports.....	742
7	New Jersey .....	Special charters, with restrictions.....	1,125
8	New York.....	No restrictions except for New York Central.	3,928
9	Pennsylvania.....	Nothing .....	4,656
10	Delaware.....	Nothing .....	224
11	Maryland .....	Special charters, with restrictions.....	671
12	District of Columbia..	Nothing .....	671
13	Western Virginia.....	Nothing .....	387
14	Virginia .....	Nothing .....	1,485
15	North Carolina.....	Nothing .....	1,178
16	South Carolina .....	Nothing .....	1,139
17	Georgia .....	Nothing .....	1,845
18	Florida .....	Nothing .....	446
19	Alabama.....	Nothing .....	1,429
20	Mississippi.....	Nothing .....	990
21	Louisiana .....	Nothing .....	479
22	Texas .....	But one special charter, limited.....	711
23	Arkansas .....	Nothing .....	256
24	Tennessee .....	Simply reserves right to legislate.....	1,492
25	Kentucky .....	Special charters, no restrictions.....	1,017
26	Ohio .....	Restrict'd on dist. over 30 miles, 10 per cent clause	3,538
27	Michigan.....	3 cents per passenger, nothing on freight.....	1,638
28	Indiana.....	Nothing .....	3,177
29	Illinois.....	Late constitutional restrictions.....	4,823
30	Wisconsin.....	Nothing .....	1,525
31	Minnesota.....	Restricted on distances over 30 miles.....	1,072
32	Iowa.....	Nothing .....	2,683
33	Nebraska .....	Nothing .....	588
34	Missouri.....	Arbitrary rates, but very liberal provisions...	2,000
35	Kansas .....	Arbitrary rates, and not liberal.....	1,501
36	California .....	Arbitrary rates, and not liberal.....	925
37	Nevada .....	Arbitrary rates, and not liberal.....	593
38	Oregon .....	Arbitrary rates, and not liberal.....	159
			52,175
Colorado .....			368
Utah .....			364
Wyoming.....			492
Total miles.....			53,399

Here was presented to the committee the array of facts showing that out of fifty-three thousand three hundred and ninety-nine miles of railroads in the United States in eighteen hundred and seventy-one, but five thousand eight hundred and forty-seven miles were operating under arbitrary restrictions covering all distances, and these were in the States of:

Maryland .....	671 miles.
Missouri .....	2,000 miles.
Kansas .....	1,501 miles.
California.....	925 miles.
Nevada .....	593 miles.
Oregon .....	159 miles.
Total.....	5,847 miles.

Of these few States, Missouri, with its two thousand miles of road, should legitimately be stricken out, for although the law is arbitrary in terms, the provisions and exceptions make it more liberal than the laws now in force in California, as will be seen from the following quotation:

(From the general laws of Missouri, adopted in Revising Session of 1865-66.)

ROADS LIMITED TO SIX CENTS PER MILE FOR PASSENGERS.

"Section Thirty-one. Every such railroad corporation shall arrange and classify all property usually carried by them over their roads, and shall affix thereto the rates respectively at which the same shall be transported between the several stations or points of connection or intersection of other roads, which rate shall be per one hundred pounds, and shall not exceed for distances less than:

Fifty miles first class.....	20 cents per ton per mile.
Fifty miles second class.....	15 cents per ton per mile.
Fifty miles third class.....	10 cents per ton per mile.

Fifty miles and over, but less than one hundred miles:

First class.....	15 cents per ton per mile.
Second class.....	10 cents per ton per mile.
Third class.....	7 cents per ton per mile.

For distances of one hundred miles or more:

First class.....	10 cents per ton per mile.
Second class.....	8 cents per ton per mile.
Third class.....	5 cents per ton per mile.

"Provided, that this shall not be deemed to apply to articles usually considered extra hazardous, like acids and gunpowder, or especially liable to damage, like looking glasses and furniture, or of great bulk in

proportion to weight, like baskets and feathers, or difficult to handle, like heavy machinery and large safes; and *provided*, that the same shall not apply to transportation of live stock and lumber, which may be a rate per car, and that they shall be entitled to charge not less than fifty cents for such single package or lot of freight." \* \* \* \* \* "But nothing in this section shall prevent railroad companies from contracting with shippers for transporting freight by express or passenger trains at such rates as the parties may agree upon."

Here, then, was a single law in force in a State whose natural resources are probably second to none in the Union, at a period four years subsequent to the enactment of the laws of California now in force, and that, too, in face of the fact that Missouri had at that year exactly as many miles of railroad in operation as California had in eighteen hundred and seventy-one, to wit: nine hundred and twenty-five, and a population of over one million one hundred and eighty-two thousand, or more than twice the population of California in the current year; and yet the appreciation of the real wants of the people and the State was so clear and vivid in the minds of the lawmakers that this law was enacted, which in its provisions from first to last absolutely puts to the blush the falsely called liberality of the Pacific slope.

With maximums allowed upon any and all classes of cheap goods or merchandise of twenty cents per ton per mile, and the exceptions to be governed by the circumstances of the case and the value of the service rendered in the case of all that class of articles upon which alone in any State is the maximum rate ever charged, and upon which alone do the California companies now charge the maximum rates allowed by their law.

Therefore the committee think that the House will indorse their decision excluding Missouri from the list of the States which can be said to be operating under restrictive laws, which will leave but three thousand eight hundred and forty-seven miles of road, including California, in the entire United States that in all respects are operated under rigid laws similar to that of California.

The significance of this fact will be more apparent when reviewed in comparison with the total mileage of the Union, which being at that date (1871) fifty-three thousand three hundred and ninety-nine miles, would make the miles operating under legal restrictions but .07 per cent of the entire railways of the Union.

If usage, custom, and the practice of the great majority of the States has any weight whatever in determining the practicability or estimation in which arbitrary restrictions are held, this showing is conclusive.

## OHIO.

The law of Ohio is of almost equal liberality with that of Missouri, when closely scanned, as will be seen from the following quotation:

*Laws of May, 1852.* Railroads "may demand and receive for the transportation of passengers on railroads not exceeding three cents per mile, and for the transportation of property not exceeding five cents per ton per mile, when the same is transported a distance of thirty miles or more; and in case the same is transported for a less distance than thirty miles, such reasonable rates as may be from time to time fixed by said company or prescribed by law."

Here will be seen concisely how the entire question, if high or maximum rates is put unreservedly into the hands of the companies themselves, to be arranged in accordance with the necessities of the case, being unlimited in price in distances of thirty miles, which may be taken not only starting from termini, but at intermediate lengths along the road, and is to Ohio, with her population and resources, of far greater in liberality than the law now in force in California, and greater still than the actual rates of the Central Pacific Railroad, points with more force to the general conclusion, that even by its direct legislation, Ohio recognizes the impracticability of an arbitrary system of restriction on charges by rail.

## ILLINOIS.

In Illinois the constitutional restriction, limiting railroad charges, was adopted a year ago, after there were four thousand eight hundred and twenty-three miles of railroad in operation in the State, which had been constructed under laws non-restrictive, and hence claiming absolute immunity from the operations of this new restriction; and there being now a bitter contest between State and railroads, to test the right of the State to control the roads as attempted, and railroad building having practically ceased during the controversy, and the railroad companies in the meantime continuing to charge their usual rates, minimum and maximum, the committee could not class that State among the restrictive States.

## NEW JERSEY.

The laws of New Jersey permit charges upon all light goods at the discretion of the Directors, and as such goods usually are the only subjects of maximum rates in any State, New Jersey could not be included among the restrictive States.

## TEXAS.

Texas, by a special charter to the "Sabine Pass and Red River Rail-

way," limited the passenger fares to five cents per mile, and freight to ten cents per mile. But no record can be found by the committee to show that this road was ever in actual operation; hence Texas was stricken from among the restrictive States.

The result of this branch of the investigation is that out of thirty-seven States only six are restrictive upon freights and fares; and out of fifty-three thousand three hundred and ninety-nine miles of railroad, only three thousand eight hundred and forty-seven miles, or seven per cent of the whole, are governed by a rigid maximum rate, and that even such maximum rates were all more liberal than the present maximum of the State of California, and far in excess of those proposed by the bills under examination.

*Rigid rates per mile are not usually applied to railroads throughout entire lines, but local circumstances control local rates in other States as well as in California.*

The next question which occupied the attention of the committee was whether in actual practice within other States a different rate per mile was adopted for different localities upon the same road, or for different years or seasons of a year, or for different roads in the same State; also, whether there was a great or small difference between the average minimum and the average maximum rates charged in States older in railroad experience than California.

The State of Ohio was taken as a test, because the reports and statistics of that State were more available to the committee, and it appears from the published tariff tables, that a rigid tariff to be applied to an entire State is impracticable. From the evidence pointing to this conclusion the committee will insert here extracts taken from the official report of the Ohio Commissioner of Railroads for eighteen hundred and seventy and eighteen hundred and seventy-one, with the necessary explanatory comments. It must be remembered that Ohio is a State having one mile of railroad to every eleven and two tenths miles of territory, while California has but one mile to every two hundred and four and three tenths miles of territory, and also that Ohio has a population of sixty-six to one square mile, while California has but three; in other words, that Ohio has by population twenty-two units of revenue to California's one, and by the division of its area among the railways, about eighteen miles to one of California; and with this in view the following selections from evidence showing actual charges on the roads in Ohio will tend to prove that the rates now allowed by law in California are in fact too low.

The report of the Ohio Commissioner gives the

Average highest rates on through passengers for the entire State .....	3.55 cents.
Average highest rate on way passengers.....	4.35 cents.
While the actual highest rate on way passengers is.....	10.00 cents.

The magnitude of these rates, compared to the resources which every mile of road in Ohio has in population, appeared to the committee out of all proportion to the rates actually known to be charged in California. In Ohio the

Average highest rate is reported on through freight at.....	6.45 cents.
Average highest on way freight.....	12.29 cents.
While the <i>actual</i> highest rate per ton is.....	40.00 cents.

Were the evidence to go no further, the fluctuations shown and permitted by the laws of Ohio, from six forty-five one hundredths cents to forty cents per ton per mile, would prove that as far as the experience and usage of that State were concerned rigid laws for all grades, roads, and localities were absolutely impracticable. The committee will cite, however, more in detail from examples of the actual charges in that State on different roads, so that the House may see how irresistibly the experience of that State pointed and led to the conclusion arrived at by the committee. On pages one hundred and fifty-three and one hundred and fifty-four of the Ohio report for eighteen hundred and seventy, the workings of the Cincinnati and Zanesville Railroad Company exhibit the following rates, the road being one hundred and thirty-two miles long:

FREIGHT.	Highest.	Average.	Competitive Rates
First class through.....	5.9	4.7	5.4 to 4
First class way.....	24.	6.9	.....
Second class through.....	4.7	3.1	4.2-10
Second class way.....	18.	5.6	.....
Third class through.....	3.1	2.4	2.8
Third class way.....	15.	4.	.....
Fourth class through.....	3.3	1.8	2 to 1.4
Fourth class way.....	4.	2.	.....
General average.....	.....	.....	3.63

Per ton per mile as against a maximum of twenty-four cents. Based

upon population per mile of road, California should be permitted to charge an average and maximum much greater than now allowed by law.

The Carrolton and Oneida Railroad, with a length of twelve miles, has a passenger rate of six and one quarter cents, and for freight:

FREIGHT.	Highest.
First class through.....	20 cents per ton.
Second class through.....	16 cents per ton.
Third class through.....	15 cents per ton.
Fourth class through.....	13½ cents per ton.

The Cleveland, Zanesville, and Cincinnati Railroad—length sixty-three and three quarter miles:

FREIGHT.	Highest.	Average.
First class through .....	7.41	6.00
First class way .....	26.60	10.00
Second class through.....	6.66	5.00
Second class way.....	27.00	9.00
Third class through.....	5.47	5.00
Third class way.....	23.33	8.00
Fourth class through.....	3.67	3.00
Fourth class way.....	23.33	5.00
Fifth class through.....	3.67	3.00
Fifth class way.....	10.00	3.42

Here is a fluctuation from the lowest average of three cents per ton per mile to twenty-seven cents per ton per mile, which was probably demanded by the circumstances of the locality.

The Iron Railroad Company—length, thirteen miles. Passengers from two to four and a quarter cents:



FREIGHT.	Average.
First class through.....	26.06 cents
First class way.....	40.00 per ton
Second class through.....	24.60 per mile.
Second class way.....	37.00
Third class through.....	23.00
Third class way.....	34.00
Fourth class through.....	12.60
Fourth class way.....	17.80

Lake Erie and Louisville Railroad—length to be one hundred and seventy-five miles. Now in operation (eighteen hundred and seventy) thirty-seven miles:

PASSENGERS.	Highest.
First class through.....	3.25
First class way.....	6.00

FREIGHT.	Highest.	Average.
First class way.....	33.00	8.00
Second class way.....	26.00	7.00
Third class way.....	20.00	6.00
Fourth class way.....	13.00	5.00

Michigan Southern and Northern Indiana Railroad—length, five hundred and twelve and thirty-eight one hundredths miles:

FREIGHT.	Highest.
First class through.....	4.90
First class way.....	28.00
Second class through.....	4.10
Second class way.....	20.00
Third class through.....	3.30
Third class way.....	16.00
Fourth class through.....	2.00
Fourth class way.....	12.00

It would naturally be supposed that a road as handsomely endowed by rich side country and population as the one above quoted, would have no need of such differences as exist between the lowest through of two cents per ton per mile, and the highest way of twenty-eight cents per ton per mile, and it is but an additional point of proof to the committee that the usages of the roads of Ohio will not permit the establishment of any rigid rates. This line of evidence is in itself voluminous enough to fill the entire report. But the committee will cite only a few examples from States, where it would be supposed that population and traffic would warrant the utmost minimum of rates to be charged, with the least possible fluctuations.

The Vermont and Massachusetts Railroad, from the report of eighteen hundred and sixty-nine, exhibits the following facts about the business and necessity of discriminating between the low averages and the maximums demanded by local business:

FREIGHT.	Cents.
First class through.....	7
Second class through.....	6
Third class through.....	5
Fourth class through.....	4
First class way.....	12
Second class way .....	9
Third class way .....	8
Fourth class way .....	5

When it is considered that the population of Vermont is three hundred and thirty thousand five hundred and twenty-two, and its area is ten thousand two hundred and twelve square miles, the comparison with California rates will be greatly in favor of the latter State. And equally favorable to California is the comparison, if made with the published rates taken from such tariff books as could be obtained by the committee, and which results are submitted in the following table, showing how rapidly the most surprising maximums are reached and demanded by roads that are usually associated in the minds of the people of California with very extreme low rates.

## STATEMENT

*Showing maximum charges for freight per ton per mile on the following railroads, taken from the published tariff books of said roads for the years 1869-1870.*

NAME OF ROAD.	For more than five and less than fifteen miles.....	For more than fifteen and less than thirty miles....	For more than thirty and less than fifty miles.....	For more than fifty and less than one hundred miles..	The whole length.....
	Cts.	Cts.	Cts.	Cts.	Cts.
Union Pacific.....	24.00	13.84	12.17	11.29	7.75
Lake Shore and Michigan Southern.....	24.00	12.80	10.63	8.48	.....
Erie Railway.....	35.00	13.33	10.00	8.43	4.34
Ohio and Mississippi.....	32.00	13.20	12.00	9.85	5.64
Illinois Central.....	36.00	24.00	17.33	13.33	10.76
Vermont Central.....	33.33	11.85	10.23	9.35	5.42
Burlington and Missouri River.....	33.33	17.85	16.66	11.64	7.82
Chicago and Alton.....	23.33	16.00	14.05	10.21	.....
St. Louis, Vandalia, Terre Haute and Indianapolis.....	60.00	20.08	13.59	10.05	5.79
Michigan Central.....	26.00	14.78	11.05	8.54	.....
Little Miami and Columbus and Xenia.....	26.00	20.00	8.00	6.24	4.91
Kansas City, St. Jo and Council Bluffs.....	45.71	24.80	20.97	14.00	10.54
Oregon and California.....	28.57	16.42	14.09	12.17	12.19
Columbus and Hocking Valley.....	22.22	13.91	10.00	8.33	7.36
St. Louis and South Eastern.....	34.28	13.60	13.72	10.52	10.52
Indianapolis, Bloomington and Western.....	37.77	20.00	15.00	9.41	6.60

The conclusion reached by the foregoing comparison is, that assuming Ohio to be a representative railroad State, it is apparent that upon different roads different rates are adopted; and while the general average of through rates is exhibited at six and forty-five one hundredths cents per mile, some roads actually collect a much larger rate; and if the rule were carried out, that the rates in a State should decrease in proportion as the population increases, California would be entitled to a very much larger maximum than she now enforces by law; and it is a further legitimate conclusion, whatever may be the words of the law, the effect is not restrictive except with a very great latitude.

*The difficulty of establishing a rigid tariff which will protect all shippers from hardship, and not be prohibitory upon some kind of goods.*

This subject is best illustrated by reference to the present tariff of the Central Pacific Railroad Company between Oakland wharf and Sacramento, a distance of one hundred and thirty-five miles. In order to

instruct station agents upon rates of freight to be collected by them, the company find it necessary to classify all freight liable to transportation into thirteen classes, to wit: first class merchandise; one and a half first class merchandise; twice first class merchandise; three times first class merchandise; and nine distinct car load rates. Also, to furnish fixed estimated weights of not less than twenty-two varieties of freight. Having first a knowledge of such classification, the station agent can read the local freight tariff, as follows:

FREIGHT.	Price.
Merchandise, first class, per one hundred pounds.....	18
Flour, grain, potatoes, per one hundred pounds, eighteen thousand pounds or over, car load A rate.....	17
Car load rates, class B, per ton.....	\$3 70
Car load rates, class C, per ton.....	3 00
Car load rates, class D, per ton.....	3 10
Car load rates, class E (live stock), per car.....	32 00
Car load rates, class H, per car.....	25 00
Car load rates, class I, per car.....	25 00

And by reason of the present statute the following rule is enforced upon all station agents: "Freight charges must not exceed fifteen cents per ton per mile in the State of California, or twenty cents per ton per mile in the State of Nevada, except that no lot of freight shall be taken for less than twenty-five cents." By this rule the statute is complied with and the classification of freights adhered to. In this respect we find no difference between the railroads of the State of California and the roads of other States. Of so much importance and difficulty is this matter of classification, that all the railroad agents in the Union unite in a Convention at least twice in each year to change, alter, or modify the classification, and many times exact justice is found to be impossible. While these facts alone ought to be considered sufficient to deter any Legislative Committee from any attempt to regulate fares and freights without classification, yet we have gone further, and endeavored to ascertain the reasons for the evident obstacles to our success, and we find them to be *facts necessary to be understood to construct a rigid and just tariff regulating freights and fares.*

The elements of information necessary to be considered in constructing a freight tariff are as follows: character and length of the road to be governed, classification of the freights to be transported, population along the line of the road and the adjacent country, grades, curves, altitudes, climate, and source of supply of fuel and materials for repair of

the road, bridges, or culverts. *Character and length* of the road is an important element, for it has been proved that if the road were level the power required to do the work is less than upon the grades; and the length is equally to be considered, for experience has shown that when a train is once loaded the greater number of miles it can be carried at a rate per mile before unloading, is in that proportion more remunerative to the company by a saving in labor of handling the goods, and the time lost, and the wear upon the rolling stock in consequence of stoppages.

*Classification of freights* must also be made. An ordinary freight car will weigh from eight to nine tons, and is capable of carrying twenty thousand pounds; and a common carrier is to a certain extent an insurer against the losses resulting from neglect or carelessness of his employés. It cannot be contended that the carrier's risk is as great upon a carload of bricks as upon a carload of acid in carboys, hence the carrier can do a more profitable business by transporting bricks entirely, than acids at the same rate. The same comparison can be made between pig iron and glass mirrors; marble statuary in boxes and not in boxes; ore and glassware; wool in bales and wool made into fine broadcloth. Again, an entire train may be filled with a freight so light that when the freight is charged by the pound the amount collected will not equal that which would be due from a single carload of a heavier article, like wheat, coal, or iron. Hence feathers should not be carried as cheap as salt or cement, nor bureaus as cheap as lumber; nor can the consumer or shipper afford to pay an equal rate of freight upon all classes of goods, such as upon wool raw and wool manufactured. A suit of clothes weighing five pounds could afford to pay more freight than five pounds of raw wool, and if the former could be carried at a large profit without infringing the law, the latter could be carried at actual cost, without injury to the carrier and no hardship upon the shipper or consumer. The same comparison can be made between gold ore and gold bars; silver ore and silver bars; exportation of wheat and importation of ores or coal; fence posts and sawed lumber; shakes and shingles; stone, undressed and dressed, etc.

*Population.* Population along the line of a road and in the adjacent country feed the road and furnish it business, and of so much importance is this matter that long roads adopt it as a policy to encourage by actual contribution all tributary roads. The Central Pacific Railroad furnish free of charge all the rolling stock required or used by one small road, whose limited means were expended when the rails had been laid.

*Source of supply of fuel* is also an important consideration, inasmuch as

the Central Pacific Railroad are obliged to transport the largest portion of their coal from Wyoming Territory, a distance nearly equal to that from Chicago to Massachusetts.

#### GENERALLY

All the elements of information to construct a tariff may be discussed under two heads :

*First*—The natural obstacles to be overcome in building the road, and afterwards in operating it, which comprises all climatic considerations and extraordinary dangers or injuries resulting from snow or rain storms.

*Second*—The proportion of the full capacity of the road which can be kept in useful and profitable employment, and the relation which that bears to the total cost of the investment.

To apply these principles and construct a local tariff for California was the next effort of the committee, who found, generally :

*First*—It appears from the evidence that California possesses an array of difficulties to be contemplated in building roads which should enter very thoroughly into all considerations touching the legislation upon railroad finances. The road or roads looking eastward have a chain of mountains to surmount which have no parallel anywhere else in North America, with a continuous succession of difficult grades and a hazardous snow belt to traverse. On the south, while the mountains are lower, the long stretch of desert country between the south rim of the San Joaquin Valley and the Colorado River presents scarcely a more inviting passage. The developments of the past twenty years have shown that our valley roads must be prepared for disastrous droughts which almost completely destroy the great source of revenue from the transportation of field productions, and which is intensified by a corresponding lack of water to promote and invigorate the great mining interests of the State among the mountains and foothills. The seasons have developed the fact that during some years of the decade, roads must keep rates low enough to enable the farmer and people to endure the privations of drought and lack of crops, and keep up the coherence of the community. On the other hand the lesson of the winter of eighteen hundred and seventy-one and eighteen hundred and seventy-two has taught us that from the extreme of disastrous drought to the plenitude of overwhelming freshets is but a short step, and that the railroads of the State of California must contemplate the total or partial demolition of roads, bridges, and structures generally with the same fortitude that the depletion of the company treasury developed by the disastrous lack of business in previous years of drought. These natural obstacles must be

deliberately scanned by all capital contemplating the building of railroads here, and in consequence of the violent changes in the source of revenue occasioned by them, must enter largely into any consideration before any legislation affecting the finances of railroads. And indeed, until the extraordinary emergencies of drought and flood are provided against by a very large average business, it would, in the opinion of the committee, be suicidal on the part of the State to reduce the present maximums allowed by law for every class of railroad service.

These natural obstacles existing to the first building of roads in this State are intensified in the operation of them. The constant necessity of keeping up the organization and movement of trains on a road, regardless of the scarcity of crops, freight, or passenger travel, and during sudden and disastrous storms, and devastating floods or heavy snows, and the rebuilding of snow-sheds destroyed by conflagrations, and the building of new roads, culverts, and bridges washed away, besides the loss of travel and revenue consequent thereto, are difficulties attendant upon the operation of railroads. But in California, where our rain seems to fall in large quantities within short periods, the destruction of railroads is more certain to occur and not so surely to be prevented. All earlier engineering experience seems to be at fault here, and new rules must be discovered and applied to prevent such disasters; and in this respect California is peculiar to itself, and therefore demands peculiar consideration in fixing maximum railroad rates of freight. It was the combined opinion of engineers of long experience in California and elsewhere, that the various waterways of the Central and Western Pacific roads were more than ample, when measured by ordinary rules of engineering; but when measured by the precipitated floods of this Winter, were found too small and were frequently destroyed, and that there is a vast difference in the effects produced by a Winter's rain condensed within a few weeks or spread over the entire season. And it would appear that a rate of freight fixed, for instance, in consequence of the probable plenty of the season of eighteen hundred and seventy-two might be absolutely ruinous to a railroad company in two years later. Apparently, the existence and growth of a large average business through a series of years is the only safeguard and balance which will justify the establishing of rates at any low average, and even then comes the difficulty of fixing rates without a classification of freights.

*Comparative cost of operating the mountain and valley divisions of the Central Pacific Railroad.*

It appeared to be clearly proved that the cost of operating the mountain division of the Central Pacific Railroad was from five to six times

that of the valley divisions. From the evidence it appears the prominent feature of the increased cost is the increased power required and actually used in doing the business of the road on the mountain division. Trains of forty-five loaded freight cars arriving at Rocklin, the first eastern station of that division, and drawn by one engine of medium weight and power, requires to be divided up into five trains of nine cars each, having an engine of larger power, before it can be lifted over the mountain from Rocklin to Truckee. Here is at once five times the expense of handling a given number of cars entailed upon the management over and above that incurred in the valleys. But a severe and additional expense must also enter into the calculation from the fact that these larger engines tear and destroy the track in a much increased ratio; that the use of brake power upon the train, in consequence of high grades, flattens wheels and grinds the rail, and that the strain on the beds and frames of cars demand a larger element of repairs than any where else on the line—swelling the increased cost of handling the traffic of the road from five to seven times that entailed in the valleys. When this comparison is applied to the charges actually made, it will be seen that as severe as are the natural difficulties the company require the through traffic to bear a very large share of the expense of doing the local business upon that division. From the engineering experts on the stand the committee gathered interesting corroboration of the main facts relating to this increased cost. It appears that experience and calculation have demonstrated that for every rise of twenty feet in a mile the work required to overcome the same is equal to the traversing of an additional mile of level line. In other words, one mile of road with a grade of twenty feet is equal to two miles of level road. This is a rule now universally admitted, and not at all depending upon the testimony of any individual.

The committee desired to ascertain how the application of this rule to the mountain divisions would compare with the experience in the Superintendent's department. From Rocklin to the summit of the Sierra Nevadas the rise is six thousand seven hundred and sixty-eight feet, which, divided by twenty, would give an equivalent of three hundred and thirty-eight miles of level line; adding the distance from Rocklin to the summit, or eighty-three miles, and there is work to be performed equal to four hundred and twenty-one miles upon a level line. From the summit to Truckee the fall is one thousand one hundred and seventy-one feet, to which, applying the same rule, we find its equivalent level to be fifty-eight miles, and adding the distance between the summit and Truckee of fourteen miles, results in the work to be performed equivalent to that on seventy-two miles of level line; so that from Rocklin to



Truckee, a distance of but ninety-seven miles, the actual equivalent in a level line is four hundred and ninety-three miles, or a little over five (5) times the actual length of the road itself. It will thus be seen that there is demanded five (5) times the power to operate this ninety-seven miles that would be required to operate the same distance in the valleys. Adding to this the constant extra wear and tear and general resulting damage which is easily demonstrated to occur in the Superintendent's department, and we found again that the actual cost of operating this mountain division is not less than seven (7) times that of a like distance in the valley. The direct bearing of this investigation upon the principle already laid down, that no arbitrary rates that could be made would be able to do justice to both producer and carrier, is to the committee perfectly evident in this, that in doing all business emanating and ending between the points of Rocklin and Truckee the company are legitimately entitled to charge six or seven times as much as they would be justified in charging for the same service rendered on the plains, and if the actual charges made do not exceed six or seven times the charges which would be justified for the same on the plains, the public are served with the strict justice demanded by the special features of the case.

*The carrying capacity of a road is not a criterion for tariff rates, unless the work is equal to the capacity.*

Freight tariffs must bear a proportion to the amount of transportation demanded, regardless of the carrying capacity of the road. Supposing another road may have cost the same as the road sought to be regulated, yet the profitable tariff of one may be a losing tariff to the other by reason of the absence of business to be done. Hence in the examination of the freight tariffs of eastern roads, the amount of tonnage and passenger traffic must be first ascertained before a just comparison can be made. Thus the Erie Railroad, by its last year report, transported four million eight hundred and fifty-two thousand five hundred and five tons, which is ten thousand five hundred and twelve tons per mile of the road; while the Central Pacific Railroad transported in the same period, four hundred and fourteen thousand five hundred and thirty-one tons, or four hundred and four tons per mile—only one twenty-sixth part of the amount of the Erie business, yet was compelled to construct and keep in repair a road of equal length, and to support an organization and equipment of equal size, except in rolling stock.

The comparison of the service of the Central Pacific Railroad with the Erie and other roads, will more correctly appear in the following tables.

## ERIE RAILROAD—NEW YORK.

Number of passengers carried.....	3,275,625
Number of passenger cars on Erie road.....	274
Number of passengers carried per car.....	11,958
Number of tons of freight carried.....	4,852,505
Number of freight cars .....	8,840
Number of tons of freight per car.....	549

## CENTRAL PACIFIC RAILROAD—1870.

Number of passengers carried.....	666,594
Number of passengers per car.....	3,383
Number of tons of freight carried .....	414,531
Number of tons of freight per car.....	129½
Value of passenger cars—C. P.'s to Erie as .....	1 to 3.5
Value of freight cars—C. P.'s to Erie as.....	1 to 4.2

## COMPARISON WITH THE NEW YORK CENTRAL AND HUDSON RIVER RAILROADS.

Length of Central Pacific (miles).....	881
Length of New York Central and Hudson River Railroad..	842
Number of passenger cars on Central Pacific Railroad.....	197
Number of passengers carried.....	666,594
Number of passengers carried per car.....	3,383
Number of passenger cars on New York Central and Hudson River Railroad.....	445
Number of passengers carried.....	7,044,946
Number of passengers carried per car.....	16,056
Number of freight cars on Central Pacific Railroad.....	3,200
Number of tons of freight carried.....	414,531
Number of tons per car.....	129½
Number of freight cars on New York Central and Hudson River Railroad.....	9,026
Number of tons of freight carried.....	4,122,000
Number of tons per car.....	456.6
Value of passenger cars of the Central Pacific is to the New York Central and Hudson River Railroad as.....	1 to 4.4
Value of freight cars of the Central Pacific is to New York Central and Hudson River Railroad as.....	1 to 3.5

By a similar line of comparison with the Atlantic and Great Western, it is found that:

The difference in value of passenger cars is as.....	1 to 4.4
The difference in value of freight cars.....	1 to 4.7

## The Lake Shore and Michigan Southern Railroad:

Difference in value of passenger cars is as.....	1 to 3.2
Difference in value of freight cars is as.....	1 to 4.2

We have thus shown by comparison with four of the principal roads in the United States the fact developed that the rolling stock upon those roads, by and through which all of the traffic is carried, is actually worth to them about four times as much as the same kind and cost of rolling stock is worth to the Central Pacific Railroad; in other words, in order for the Central Pacific to gain the same effective return upon their investment in rolling stock, they should charge four times as much for every passenger and every ton of freight as either of the four roads mentioned, whether the units be the extreme maximums shown to be charged by the Eastern roads or the low averages collected by the same roads; and thus it will appear in greater or less proportion whenever the Central Pacific Railroad is compared with other Eastern roads, and the capacity and tonnage both considered. And should this Legislature attempt to apply to California railroads the tariff of Eastern roads without inquiry into the questions of capacity and tonnage, the injustice will be done of compelling one road to do its business at a loss, while another having a larger business could comply with the same law of tariff and make a profit.

*Short distances between way stations demand high rates.*

It will be seen by the tables quoted that Eastern roads collect high way rates. The justice of this can be made apparent by a few examples. Suppose the stations to be ten miles apart, and two buggies are to be carried, weighing in all one thousand pounds; they occupy one entire car, weighing twenty thousand pounds; the freight, at seven and one half cents per mile, is seventy-five cents, of which one half must be expended by the company for loading and unloading. A piano weighing five hundred pounds will earn a freight of thirty-seven and a half cents, while it would cost three times that money to load and unload it, and a larger sum to insure it against loss from carriage.

The principle that a large difference is indispensable between way and through freights is so universally recognized that further argument seems useless.

Should way rates be fixed too low, railroad companies would be justified in abandoning frequent stations, which would result in great inconvenience to the public without loss to the railroad.

*Rates of freight and fare in the State of California are very low in view of all the facts necessary to be considered in constructing a tariff.*

An examination of the various exhibits attached to this report must convince even the most skeptical that the actual and average rates now charged in the State of California are as low comparatively as any of the Eastern States.

It is understood by the committee and corroborated by the evidence of all the witnesses, that an important element in determining the value of rates is the work actually performed as compared to that on other roads; hence, in considering the question whether the California rates are high or low, reference must be had directly to circumstances of the road and to the service performed, as well as to the tariff. Upon that point the exhibits attached hereto will be found so exhaustive that the committee will simply direct the attention of the House to them.

The grain, lumber, wool, wood, ice, and general merchandise are carried at average prices lower than anywhere else in the United States, when compared to the amount of tonnage done by other roads. In most instances, as shown in the exhibits, the charges made are no higher or not as high as Eastern roads doing many more times the business and operating under no such climatic disadvantages as surround the business of California roads. In the handling of merchandise on short distances, or on the most difficult portions of the mountain line, the rates in California are very far below that of any Eastern road whose records were obtained by the committee. By reference to "Exhibit B," it will be seen that the Erie Railway does a business per mile of twenty-six times that of the Central Pacific, and yet the average rate of the Central (from three to five cents per ton per mile) is but little more than the average of the Erie, and the maximum rates of the Central (fifteen cents) are not half so much as the maximum rates of the Erie (thirty-five cents). The New York Central does a business of 13.8 times as much per mile as the Central Pacific, yet its average rates (2.21 cents per ton per mile) bear no such reduced proportion to the average of the California road. Comparisons with every road named in the exhibit will show how largely the California road has reduced its average charges in proportion to the business done. The rate on ordinary merchandise from San Francisco to Modesto is but 3.9 cents per ton per mile; to Marysville, but 3.15 cents per ton per mile; to Sacramento, but 2.6 cents per ton per mile; and to Colfax, but 4.22 cents per ton per mile; to Truckee, but 7.3 cents per ton per mile. Intermediate rates vary from these to the maximum allowed by law, according to the amount and quality of work done, but in no instance coming beyond one half of the maximums charged

for short service on Eastern roads, and in some instances but one fourth of such charges; and, as shown on a preceding page, as soon as the general business of the State expands sufficiently to promote the growth of many stations and towns near each other on the line of the road, and when the demand for use of cars and engines will be constant and large, the limit now allowed by law will be far from being sufficient to warrant the railroad companies of the State to make any great exertions to accommodate such a local business on short distances; and this view of the committee is based partly upon the Eastern practice developed in the extracts from official reports quoted in a preceding portion of this report, and from the tariff rates in exhibit of the maximums now charged elsewhere, and partly upon the abstract justice of allowing a company to be compensated exactly for every act of service rendered the public. The charges per ton per mile made for service upon the mountain line, comprised in the Counties of Placer and Nevada, are exceedingly low when viewed in the light of the difficulties to be overcome and of the great disproportion between the expenses of operating through those counties and the revenue derived from them.

By reference to Exhibit G it will be found that the total receipts from freights by the Central Pacific Railroad from these two counties was in the year eighteen hundred and seventy-one only two hundred and three thousand four hundred and ninety-five dollars, or one fourteenth of the gross receipts from freights of the entire road for that year, yet the natural difficulties in the way of operating the line through those counties require the expenditure of one fourth of the running expenses of the entire road to be made in the two Counties of Placer and Nevada.

How, then, can way charges be reduced in those counties which require an expenditure of one quarter of the expenses of the entire line, and yields only one fourteenth of the gross earnings? These facts should be a complete answer to the complaints about high charges made by the people on the road from Colfax over the Sierra Mountains to the State line.

#### SACRAMENTO DAILY UNION.

The newspaper above named has called the attention of the committee to a table of fares and freights which it published, and which will be found annexed to this report and marked Exhibit I. This table purports to be the rates of freight and fare charged upon the railroads in it named; and under the rules for the construction of a tariff hereinbefore laid down, the table published by the *Union* would warrant a large

increase of rates by the Central Pacific Railroad over and above the present maximum rates. This is more clearly shown in "Exhibit K," entitled "Supplemental statement showing in last four columns, the rates which the Central Pacific Railroad should charge, if value of rolling stock and number of tons per mile, compared with each of the subjoined roads, are considered as base of comparison."

#### CONSOLIDATION OF RAILWAY INTERESTS.

At different times the committee have been called upon to consider objections to the continued existence of the present laws of the State of California on account of the consolidation of various railways into the control of the Central Pacific Railroad Company; but as yet there would seem to be no cause for alarm in this direction.

A control of nine hundred and twenty-five miles of railway by one company would not be considered a great monopoly in other States having from one thousand five hundred to four thousand eight hundred and twenty-three miles of railroad within their respective boundaries; and there are many advantages derived by the public from a consolidation, especially where the business of the entire State is scarcely sufficient to support one organization, and the consolidated corporation exhibits no intention to override personal rights or to extort exorbitant passenger or freight rates.

The law of California authorizing railroads to be constructed is open to all capital, conferring the same advantages that the present company has had; but this will cease to be true if the bills now under consideration should be passed by this Legislature. An income assured to a railway under a tariff which is not oppressive upon the shipper is an element of permanent prosperity to a people; for the true interest of the railway investment is not only to establish but retain business, and no law is so potent to that end as the perfectly regular and steady rates charged on roads under one management; one Superintendent's department governs and supervises a system of roads which otherwise would require several departments; one system of accounts; concentration of expenditures, uniformity of management, interchange of rolling stock at convenient periods; the distribution of losses over more miles of road, hence requiring less fluctuation in price from accidental causes—all are evident advantages, which, added to the fact of producers being able to predict with some certainty the continuance of certain rates, makes consolidation by no means an evil or a proceeding to be looked upon with distrust or enmity by a people.

## POLICY OF THE STATE.

The committee have now brought the subject down to a consideration of the future policy of the State with reference to its railroad laws and legislation. It must be admitted without argument that all investments in railroads must or should be allowed sufficient freedom in their financial management to secure as fair a return upon the money expended as any other investment of like amount should or would have; and in granting that right it at once becomes a question for consideration how much and how often should a State interfere in the business of a corporation where there are no definite or well assured complaints.

In the opinion of the committee it is not competent for the State to attempt to take into consideration the fact of the Central Pacific of California having received assistance in building the overland road. Such a consideration is illogical and ungenerous, and if the right of the State to regulate its internal commerce were based upon no higher claim than that, having assisted a man once, then forever after it must and can exercise the prerogative of prying into his affairs, regulating his business, or curtailing his profits, the law of government would be frail indeed.

Whatever aid has been rendered by the State or a county has already been returned to it many fold by the increased taxable property, by the opening of channels of communication and supply, and the reduced cost at which the citizens of the State are enabled to obtain their supplies. Further, not only all the money so furnished by such State or county was expended and now remains there in taxable property, but other and larger sums have been added and expended in the same manner and within the same limits.

This statement will appear more forcibly when we examine the following statement of taxes paid by the Central Pacific Railroad Company in the various counties, to wit:

COUNTIES.	1870.	1871.
Sacramento County.....	\$20,771 88	\$17,334 28
City of Sacramento.....	3,233 63	6,785 68
Placer County .....	40,130 87	24,124 46
Nevada County .....	8,238 74	10,335 76
Alameda County .....	20,775 56	20,637 04
San Joaquin County .....	10,802 67	11,555 14

In the entire State in 1870 .....	\$128,510 41
In the entire State in 1871 .....	132,290 04

Besides the taxes in the State of Nevada and in Utah.

If the State of California extended a comparatively small amount of aid to the Central Pacific Railroad, that gives the State no claim to regulate the affairs of the company; the State, as would a private party, relinquishing all such claims by the very act of agreeing to aid for and in consideration of certain acts to be performed by the company, which being performed, as is universally admitted, the State has no further right, either legal or moral, to assert any control over the movements or management of the road, its part of the definite contract being performed. Were such a right once admitted in ethics, a man has but to make one contract with a neighbor, he assisting somewhat in the fulfillment thereof, and he can haunt that neighbor forever afterward, claiming control and conscience power over him. The lack of substantial good sense and logical acumen in this plea as related to the national aid to the Central Pacific Railroad is still more apparent, as the question properly belongs to the entire people of the United States. The bonds loaned the company were not State bonds, but United States bonds, secured by the faith of the entire nation and the strength of the entire national credit. The people of the nation are interested in seeing that the enterprise which has promised to pay them back their millions at maturity shall not be hampered or restricted in its means of doing so; and when the plea is made by either citizens or public men of this State, that because these bonds were loaned, and by their aid the road was built, the State gains an additional right over the proceedings and business of the corporation, such plea must be unceremoniously dismissed, and not permitted to influence any legislation on these questions which will seriously affect the operation of the railroad system.

*The United States Government and the Union has an interest in the question of the reduction of railroad fares and freights.*

Have the people of California ever contemplated how minute is her minority interest in the railroad aid extended by the National Government to the Central Pacific Railroad Company? The valuation of the property of the United States by the last census was :

In the year 1870.....	\$14,331,343,475
And of California in the year 1870.....	296,644,088



Or about two and three fifths per cent of the whole. Should this small proprietary interest of two and three fifths per cent seek to control the railroad to the injury of the remaining ninety-seven and two fifths per cent? But nothing can be more certain than that from whatever source the means to construct the road was derived, the business must be carried on, the expenses of the road must be paid, the interest and securities must be met and profits assured; and to lose sight of such considerations in this discussion is to neglect and overlook the interests of the entire United States who are interested to the extent of ninety-seven and two fifths per cent to two and three fifths per cent in the permanent prosperity of the California railroads. Again, it is ungenerous for a donor to urge this plea at this time when we remember that the very coherence of the nation was more assured and the evidence of its integrity sent ringing most triumphantly across the ocean by the efforts of the men who worked all through that mighty struggle to put a perpetual band of literal iron between the east and the frontier west.

This plea, although so often proclaimed from floor and stump, the committee think has really never been fully considered, for the American people, with all of their intense self will and individuality of pursuit, cannot be so ungenerous or illogical as to seriously urge such a pretext for legislative interference with the national highway.

*A reduction of the present tariff would discourage the construction of new roads.*

It must be remembered that the Central Pacific Railroad has been constructed under the present law; and if that is liberal, any reduction made now would aid the road named to the discouragement of any new road. A road now in operation could better afford to be controlled by a low tariff than a new road without an established business. This has been illustrated in the State of Illinois, where the low tariff was adopted after all railroads were constructed, and it had the effect to stop all further railroad construction. New roads building and to be built, as they penetrate outlying country, are entitled to every possible encouragement which the State, by legislation or absence of the same, can give them, and it would be worse than unfair to the railroads unborn to take the hard-earned facilities and advantages gained by ten years' experience of the Central Pacific Railroad as a basis to fix the rules and government of roads just beginning life. It must not be forgotten that California has but one mile of railroad to two hundred and four square miles of territory, while

New York possesses one mile to.....	11.9 square miles.
Pennsylvania possesses one mile to.....	9.8 square miles.
Ohio possesses one mile to.....	11.2 square miles.
Illinois possesses one mile to.....	11.5 square miles.
Missouri possesses one mile to.....	32.6 square miles.
Massachusetts possesses one mile to.....	5.2 square miles.

And from this comparison will be seen how fast the development of California is yet to be made; and keeping in view the actual fact of the laws and usages of these States, permitting far more liberal charges than now permitted upon California roads, the necessity of some change in the law of the State which shall make it more in harmony with the best practice of the most prosperous Eastern States has become apparent to the committee.

*Prosperity of California not dependent upon a rigid tariff.*

The growth and prosperity of a State does not depend upon any system of rigid legislation, but upon its own natural resources capable of development, and railroads built through such States will have an effect to confine freight and passenger tariffs within satisfactory limits in a way more potent than any laws.

SCHEDULES.

In the Exhibits A, B, C, D, E, F, G, H, I, and K, hereto annexed, will be found comparative statements of the tariffs of the different eastern railroads with the Central Pacific Railroad, and various important statistics and data in regard to the latter road. Exhibit L is a statement of steamboat charges before railroads were inaugurated in this State; and Exhibit M exhibits the benefit which various counties in this State, and the whole State, derive in taxes from the Central Pacific Railroad Company only.

INJURIOUS TENDENCY OF THE PROPOSED LEGISLATION.

The adoption of the proposed bill would tend to raise the rates of freight where it is now low, and thus would work an injury to the shipper and consumer, and because the system of classification of freight has been ignored, those freights which should be moved at bare cost, and which in fact are now so moved, could not be carried at any price named in the proposed bill without loss to the shipper. It would cause manufactured goods to be moved at lower rates than they can afford to pay without a corresponding decrease in freight on the raw material.

It would discourage the construction of new railroads, and thereby tend to increase the monopoly power of existing roads.

It would be an act of bad faith to the whole United States, by not assisting in the accumulation of a Reserve Fund to pay the indebtedness of the railroad to the United States.

It would be an act of bad faith to the holders of railroad securities who purchased, supposing, as they had a right to do, that the existing law was a part of the corporate act of the railroads formed under it, and hence was inviolate until the indebtedness was paid.

And if the proposed law should be adopted and enforced without injury or injustice to either railroad or shipper, this State will have accomplished more in that direction than any other State in the Union.

#### CONCLUSION.

*To recommend that the bills do not pass, but that legislation be had to require from railroad companies annual statistical reports of receipts and expenditures.*

To the committee, the contemplation of the entire subject matter embraced in this report points inevitably to two remedial courses to be taken:

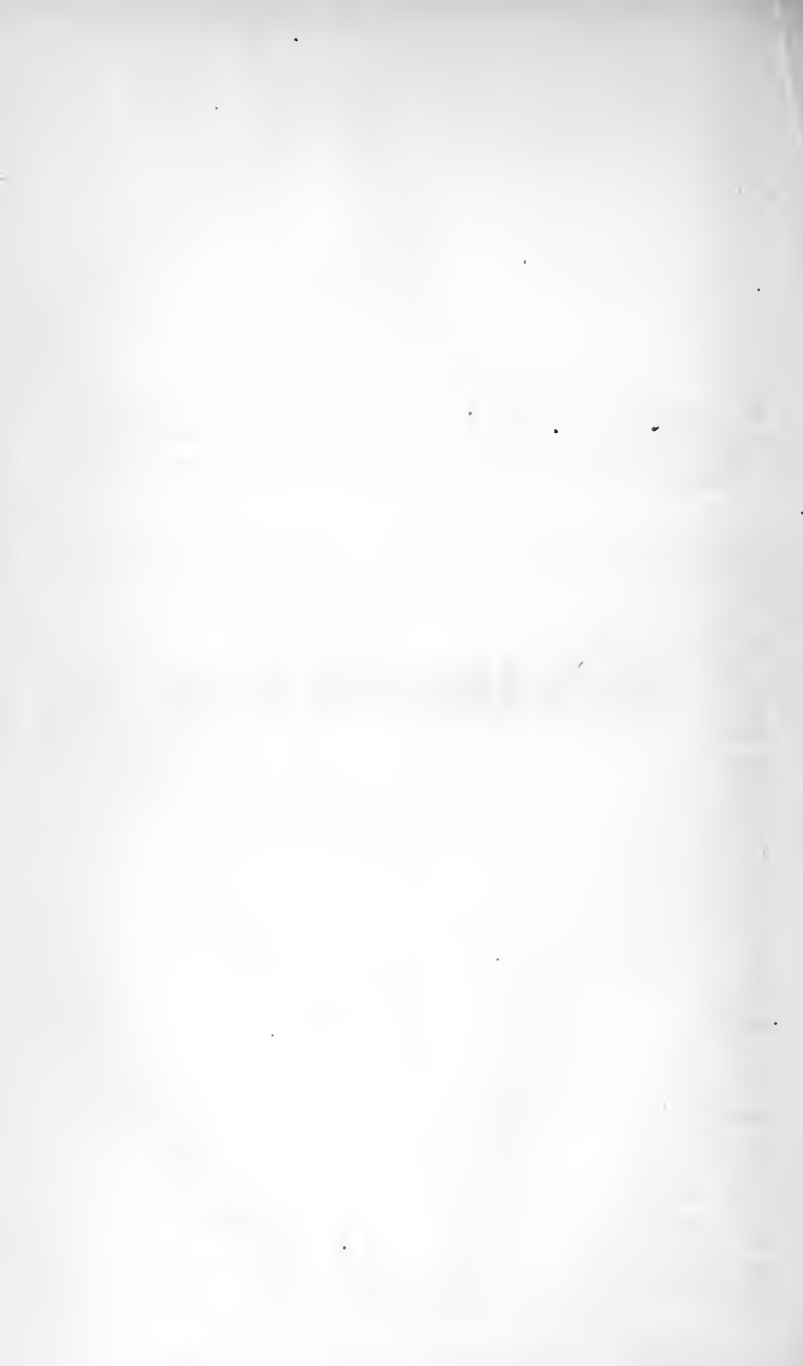
*First*—Such amendments as shall secure the stability of the finances of the railroads of the State against injudicious or inconsiderate legislation by the adoption of the principle working so well in the States of New Hampshire, Vermont, Massachusetts, Rhode Island, New York, and Ohio, which is that a certain percentage upon the actual investment shall be assured to the companies before it shall be competent for the State to interfere by legislation.

*Second*—By such an amendment as shall secure to the State full and authentic data and reports, such as are now being made in the best regulated Eastern States, from all the roads of the State to a State officer, who shall be authorized to classify and tabulate these reports in such form as shall best and more fully show to the people of the State the exact condition of the roads, their business, its character and profit; and with such reliable information before them, the committee believe that hereafter there will be less or none of this agitation, so vexatious to the Legislatures of the State. The value of such a class of public information to all classes of the public can hardly be estimated in giving a close sympathy with the actual workings of the railway system of the State, and permitting such knowledge as shall prevent any legislation from being made except in the light of the clearest facts.

With this in view, the committee return the bills, the consideration of which has been the subject of this report, and recommend that they do not pass.

GILES H. GRAY, Chairman,	}	Committee.
ASA ELLIS,		
C. L. F. BROWN,		
H. M. HAYES,		
J. B. RICE,		
ROBERT BELL,		
M. J. WRIGHT,		
WM. R. WHEATON,		
WM. C. CONNOLLY,		

# EXHIBITS.



## AN ACT

TO AMEND AN ACT ENTITLED AN ACT TO PROVIDE FOR THE INCORPORATION OF RAILROAD COMPANIES AND THE MANAGEMENT OF THE AFFAIRS THEREOF, AND OTHER MATTERS RELATING THERETO, APPROVED MAY TWENTIETH, EIGHTEEN HUNDRED AND SIXTY-ONE.

[Introduced December 7th, 1871.]

*The People of the State of California, represented in Senate and Assembly, do enact as follows:*

SECTION 1. Section forty of the aforesaid Act is hereby amended so as to read as follows:

Section Forty. It shall be lawful for two or more railroad companies to amalgamate and consolidate their capital stocks, debts, property, assets, and franchises in such manner as may be agreed upon by the Board of Directors of such companies so desiring to amalgamate and consolidate their interest, but no such amalgamation or consolidation shall take place without the written consent of three fourths of the value of all stockholders in interest of each company, and no such amalgamation or consolidation shall in any way relieve such companies or the stockholders thereof from any and all just liabilities; and in case of such amalgamation or consolidation due notice of the same shall be given immediately after such amalgamation or consolidation by advertising for one month in at least one newspaper in each county, if there shall be one published therein, into or through which such roads shall run, and also for the same length of time in one paper published in Sacramento and in two papers published in San Francisco; and when the amalgamation and consolidation is completed, a copy of the new articles of association shall be filed in the office of the Secretary of State. It shall be the duty of the said company or companies to make and maintain a good and sufficient fence on both sides of their property, and all necessary cattle guards at the crossing of each and all streets and lanes, roads, and highways; and in case any company do not make and maintain such fence and cattle guards, if their engine or cars shall kill, maim, or destroy any cattle or other domestic animal or animals when they stray upon their line of road, they shall pay to the owner or owners thereof a fair market price for the same; and in case they fail to pay for the same as herein provided after demand made, and suit be brought for the recovery of the value thereof, and judgment be in favor of the plaintiff in such suit, in addition to the costs usually recovered said company shall pay to the plaintiff in each case the sum of fifty dollars,

attorney's fees, as costs in the suit; and in case of the failure to build and maintain a fence or fences and cattle guards as herein provided, said company shall further be liable to the person or persons through whose land the line of their road or roads may extend for all damages that such person or persons may sustain by reason of their neglect so to build and maintain such fences and cattle guards, and after demands for payment of such damages, if suit be brought and sustained for the recovery of the same, there shall be included in the costs of said suit against such company the sum of fifty dollars, attorney's fees, as herein provided. If in any case a railroad company has heretofore or shall hereafter pay to the owner or owners of the land through which or alongside of which their road is or may hereafter be located an agreed price for making and maintaining such fence, or whenever the cost of such fence has been or may hereafter be included in the award of damages allowed and paid for the right of way for such railroad, such company shall not be relieved or exonerated from any claims or awards of damages in favor of any person or persons arising out of the killing or maiming of any animals as aforesaid, unless such damages are claimed by the person or persons whose duty it is under such agreement, contract, or award to make and maintain such fence. And the owner or owners of any domestic animals shall not be responsible to the railroad company for any damage or loss which may accrue to such company from such animals being upon the railroad track where such company shall have failed or neglected to make and maintain such fence as herein provided.

SEC. 2. Section fifty-one of said Act is hereby amended so as to read as follows:

Section Fifty-one. It shall be unlawful for any such railroad company to charge more than four cents per mile for each passenger with one hundred pounds or less of baggage, nor more than the following rates per ton for freight transported on such road: if such freight be carried sixty miles or over, the amount charged shall not exceed three cents per ton per mile; if carried fifty miles and not exceeding sixty miles, the amount charged shall not exceed three and a half cents per ton per mile, and shall not exceed one dollar and eighty cents per ton for the entire distance; if carried forty miles and not exceeding fifty miles, the amount charged shall not exceed four cents per ton per mile, and shall not exceed one dollar and seventy-five cents per ton for the entire distance; if carried thirty miles and not to exceed forty miles, the amount charged shall not exceed five cents per ton per mile, and shall not exceed one dollar and sixty cents per ton for the entire distance; if carried twenty miles and not to exceed thirty miles, the amount charged shall not exceed seven cents per ton per mile, and shall not exceed one dollar and fifty cents per ton for the entire distance; if carried any distance less than twenty miles the amount charged shall not exceed ten cents per ton per mile, and shall not exceed one dollar and forty cents per ton for the entire distance; and all loading and unloading of freight thus transported shall be done by or at the expense of such railroad company; *provided*, that in estimating the number of tons of freight, articles not usually weighed the estimated weight shall not be greater than as follows: for all case goods, furniture, and machinery, not less than forty cubic feet shall be estimated as one ton; not less than five hundred feet of lumber, or fifty common fence posts, or five thousand shingles, or two thousand five hundred laths, shall be estimated as one ton. One car load of horses, cattle, sheep, or other domestic animals shall not be estimated at more than ten tons. And for every transgression



of any of these limitations the company shall forfeit to the party suffering thereby the sum of one hundred dollars and the entire amount of freight thus paid, and the same may be recovered by suit in any Court of law having jurisdiction; *provided*, that in no case shall the company be required to receive less than twenty-five cents for any one lot of freight.

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## AN ACT

TO AMEND AN ACT ENTITLED "AN ACT TO PROVIDE FOR THE INCORPORATION OF RAILROAD COMPANIES AND THE MANAGEMENT OF THE AFFAIRS THEREOF, AND OTHER MATTERS RELATING THERETO," APPROVED MAY TWENTIETH, EIGHTEEN HUNDRED AND SIXTY-ONE.

[Introduced December 7th, 1871.]

*The People of the State of California, represented in Senate and Assembly, do enact as follows:*

SECTION 1. Section fifty-one of said Act is hereby so amended as to read as follows:

Section Fifty-one. It shall be unlawful for any railroad company in this State to charge more than three cents per mile for each passenger, and five cents per mile for each ton of freight transported on its road; and for every transgression of such limitation the company shall be liable to the party suffering thereby treble the entire amount of fare or freight so charged to such party; *provided*, that in no case shall the company be required to receive less than twenty-five cents for any one lot of freight for any distance.

SEC. 2. This Act shall take effect from and after its passage.

## INDEX TO EXHIBITS.

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### EXHIBIT A.

Comparative statement of actual earnings from passengers.

### EXHIBIT B.

Comparative statement of freight transported.

### EXHIBIT C.

Comparative statements of passenger earnings on New England roads.

### EXHIBIT D.

Comparative statement of rates for freight on merchandise on the Central Pacific Railroad, between Sacramento and all other stations in California, and on the Vermont Central Railroad for same distances.

### EXHIBIT E.

Comparative statement of rates for freight on merchandise on the Central Pacific Railroad to all stations in California, on the Vermont Central Railroad, on the Chicago, Rock Island, and Pacific Railroad, and others, for equal distances.

### EXHIBIT F.

Comparative statement of rates on freights on the Illinois Central, Hamilton and St. Joseph, Chicago and Northwestern, Union Pacific, and Central Pacific Railways.

### EXHIBIT G.

Statement of freight receipts from the following stations in Placer and Nevada Counties, from January to November, eighteen hundred and seventy-one.

### EXHIBIT H.

Statement showing maximum charges for freight per ton per mile on the following railroads, taken from the published tariff books of said roads for year 1869-70.

### EXHIBIT I.

Table of comparative rates, published by *Sacramento Union* of February third, eighteen hundred and seventy-two.

### EXHIBIT K.

Supplemental statement, showing, in last four columns, the rates which the Central Pacific Railroad should charge if value of rolling stock and number of tons per mile, compared with each of the subjoined roads, are considered as base of comparison.

## EXHIBIT A.

## Comparative Statement of Actual Earnings from Passengers Carried.

ROAD.	Number miles.....	Rate per mile.. Cents.	Passengers carried during year.....	Number of Passen- gers per mile per year.....	Receipts in Cur- rency for year....	Receipts per mile per year.....	Number of trains run.....	Remarks .....
Buffalo and Erie.....	88	3	476,119	5,410	\$965,302 61	\$10,969 33	10	1867
Erie Railway.....	459	2½	3,275,025	7,135	3,166,877 34	6,899 51	10	1870
Hudson River, } New York Central }	740	2	7,044,946	9,520	6,738,592 01	9,106 20	12	1870
New York and Flushing.....	8	2½	587,290	73,411	111,180 57	13,897 57	32	1867
New York and Harlem.....	130	2	1,733,627	13,335	1,048,887 19	8,068 36	12	1870
New York and New Haven.....	76	2¾	1,965,371	25,860	1,768,900 17	23,275 00	22	1867
Northern, of New Jersey.....	21	3	324,879	15,470	169,351 80	8,064 37	16	1867
Rensselaer and Saratoga.....	181	3 to 4	638,236	3,526	638,655 68	3,528 48	8	1870
Troy and Boston.....	35	3 to 4	231,255	6,607	193,188 65	5,519 67	8	1870
Central Pacific.....	1,027	1½ to 10	666,594	649	3,392,263 19	3,303 08	2	1870

## EXHIBIT B.

*Comparative Statement of Freight Transported.*

ROAD.	Number of miles.....	Number tons of freight carried during year...	Number tons per mile per year.....	Comparative statement of freight carried per mile, with C. P. R. R. and C. P. being a unit	Remarks .....
Buffalo and Erie.....	88	870,582	9,893	24.4 times C. P.	1867
Erie Railway.....	459	4,852,505	10,572	26.1 times C. P.	1870
Hudson River .....	737	4,122,000	5,593	13.8 times C. P.	1870
New York Central.....					
New York and Harlem.....	130	344,528	2,650	6.5 times C. P.	1870
New York and New Haven.....	76	126,549	1,665	4.1 times C. P.	1867
Northern, of New Jersey.....	21	20,240	964	2.3 times C. P.	1867
Rensselaer and Saratoga .....	181	448,132	2,476	6.1 times C. P.	1870
Troy and Boston.....	35	162,204	4,634	11.4 times C. P.	1870
Central Pacific.....	1,027	414,531	404	1.0 times C. P.	

## EXHIBIT C.

*Comparative Statement of Passenger Earnings.*

ROAD.	Miles.	Passengers carried during the year 1870.....	Passengers carried per mile per year.....	Per cent per mile per year.
Boston and Albany.....	241	4,744,904	19,688	.0597
Boston, Clinton, and Fitchburg..	106	1,767,952	16,678	.0506
Boston and Lowell.....	55	293,104	5,329	.0161
Boston and Maine.....	145	3,873,587	26,714	.0811
Boston and Providence.....	44	2,642,903	60,066	.1823
Cheshire .....	114	147,274	1,291	.0039
Connecticut River.....	50	876,481	17,529	.0532
Eastern .....	107	4,610,277	43,086	.1308
Fitchburg.....	50	1,793,222	35,864	.1088
Old Colony.....	122	3,332,750	27,317	.0829
Providence and Worcester.....	43	1,398,891	32,532	.0987
Vermont and Massachusetts.....	86	344,819	4,009	.0121
Boston, Hartford, and Erie.....	79	2,438,378	30,865	.0937
Worcester and Nashua.....	46	356,264	7,744	.0235
Central Pacific.....	1,027	666,594	649	.0019
Total.....	.....	.....	329,361	.9993

## EXHIBIT D.

*Comparative statement of rates for Freight on Merchandise on the Central Pacific Railroad between Sacramento and all other Stations in California, and on the Vermont Central Railroad for the same distances.*

C. P. R. R. BETWEEN SACRAMENTO AND	Distances .....	Rate in cents per one hundred pounds on C. P. R. R.....	Rate in cents per one hundred pounds on V. C. R. R.....	Difference in favor of C. P. R. R. per one hundred pounds .....	Difference in favor of V. C. R. R. per one hundred pounds.....	C. P. R. R. BETWEEN SAN FRANCISCO AND	Distances .....	Rate in cents per one hundred pounds on C. P. R. R.....	Rate in cents per one hundred pounds on V. C. R. R.....	Difference in favor of C. P. R. R. per one hundred pounds .....	Difference in favor of V. C. R. R. per one hundred pounds.....
Brighton.....	5	7	9	2	.....	Alameda Wharf.....	5	7	9	.....	.....
Florin.....	9	7	12	5	.....	Alameda .....	8	7	12	2	2
Elk Grove.....	15	9	15	6	.....	Hayward's .....	20	12	20	8	5
McConnell's .....	19	9	18	9	.....	Oakland Wharf.....	3	7	9	2	8
Galt.....	26	12	22	10	.....	Oakland.....	6	7	12	5	2
Mokelumne.....	35	15	26	11	.....	Brooklyn .....	8	7	12	5	5
Stockton .....	47	15	30	15	.....	Simpson's .....	10	8	12	4	12
Lathrop .....	57	15	34	19	.....	San Leandro.....	15	9	15	6	6

64	Murrano	17	36	19	17	Lorenzo	9	18	9
70	Salida	18	39	21	26	Decoto	12	22	10
77	Modesto	20	42	22	30	Niles	12	22	10
91	Turlock	22	48	26	33	Washington	12	24	12
99	Crescey	24	50	26	37	Warm Springs	15	26	11
60	San Joaquin Bridge	15	36	21	41	Milpitas	15	28	13
64	Banta's	15	36	21	48	San José	15	30	15
69	Ellis	15	38	23	36	Sunol	15	26	11
75	Midway	15	42	27	41	Pleasanton	15	28	13
83	Altamont	15	44	29	47	Livermore	15	30	15
91	Livermore	15	48	33	55	Altamont	15	32	17
97	Pleasanton	16	50	34	63	Midway	15	36	21
102	Sunol	17	53	36	69	Ellis	15	38	23
108	Niles	17	53	36	74	Banta's	15	39	24
111	Washington	17	55	38	78	San Joaquin Bridge	15	42	27
115	Warm Springs	18	55	37	81	Lathrop	15	44	29
119	Milpitas	18	55	37	88	Murrano	17	46	29
126	San José	18	58	40	94	Salida	18	48	30
112	Decoto	17	55	38	101	Modesto	20	53	33
121	Lorenzo	18	58	40	115	Turlock	22	55	32
123	San Leandro	18	58	40	123	Crescey	24	58	34
128	Simpson's	18	58	40	91	Stockton	15	48	33
130	Brooklyn	18	58	40	103	Mokelumne	17	53	36
132	Oakland	18	60	62	112	Galt	17	55	38
135	Oakland Wharf	18	60	42	119	McConnell's	18	55	37
138	San Francisco	18	60	42	123	Elk Grove	18	58	40
133	Alameda Wharf	18	60	42	129	Florin	18	58	40
138	Hayward's	18	60	42	133	Brighton	18	60	42
8	Arcade	7	12	5	138	Sacramento	18	60	42
15	Antelope	9	15	6	146	Arcade	21	62	41
18	Roseville Junction	9	18	9	156	Roseville Junction	23	65	42





96	Chico	96	31	50	19	.....	243	Ceres	49	85	36	.....
99	Shaw's	33	50	50	17	.....	248	Soto	54	85	31	.....
105	Ceres	35	53	53	18	.....	253	Vina	58	87	29	.....
110	Soto	40	53	53	13	.....	260	Sesma	65	87	22	.....
115	Vina	44	55	55	11	.....	261	Tehama	65	88	23	.....
122	Sesma	51	58	58	7	.....	272	Red Bluff	70	89	19	.....
123	Tehama	51	58	58	7	.....	160	Rocklin	26	65	39	.....
134	Red Bluff	56	60	60	4	.....	163	Pino	26	68	42	.....
22	Rocklin	12	20	20	8	.....	166	Penryn	29	68	39	.....
25	Pino	12	20	20	8	.....	169	Newcastle	29	68	39	.....
28	Penryn	15	22	22	7	.....	174	Auburn	32	71	39	.....
31	Newcastle	15	24	24	9	.....	181	Clipper Gap	38	73	35	.....
36	Auburn	18	26	26	8	.....	187	New England Mills	40	73	33	.....
43	Clipper Gap	24	28	28	4	.....	192	Colfax	41	75	34	.....
49	New England Mills	26	30	30	4	.....	202	Gold Run	49	77	28	.....
54	Colfax	27	32	32	5	.....	205	Dutch Flat	51	77	26	.....
64	Gold Run	35	36	36	1	.....	207	Alta	52	77	25	.....
67	Dutch Flat	37	38	38	1	.....	211	Shady Run	55	79	24	.....
69	Alta	38	38	38	.....	.....	216	Blue Cañon	59	79	20	.....
73	Shady Run	41	39	39	.....	2	222	Emigrant Gap	64	81	17	.....
78	Blue Cañon	45	42	42	.....	3	230	Cisco	70	81	11	.....
84	Emigrant Gap	50	44	44	.....	6	237	Cascade	75	83	8	.....
92	Cisco	56	48	48	.....	8	240	Summit Valley	77	83	6	.....
99	Cascade	61	50	50	.....	11	243	Summit	79	85	6	.....
102	Summit Valley	63	53	53	.....	10	258	Truckee	91	87	.....	4
105	Summit	65	53	53	.....	12	266	Boca	95	88	.....	7
120	Truckee	77	55	55	.....	22	276	State Line	100	89	.....	11
128	Boca	81	58	58	.....	23	.....	.....	.....	.....	.....	.....
138	State Line	86	60	60	.....	26	.....	.....	.....	.....	.....	.....

## EXHIBIT E.

*Comparative statement of rates for Freight on Merchandise on the Central Pacific Railroad to all stations in California, on the Vermont Central Railroad, on the Chicago, Rock Island, and Pacific Railroad, and others, for equal Distances.*

DISTANCE .....	CENTRAL PACIFIC RAILROAD. From Sacramento to—	Rate in Cents per 100 pounds on Central Pacific Railroad.....	Rate in Cents per 100 pounds on Ver- mont C. R. R.....	Rate in Cents per 100 pounds on Chic'go, R. I. & P. R. R.....	Rate in Cents per 100 pounds on North Missouri Railroad..	Rate in Cents per 100 pounds on Ohio & Miss. R. R.....	Rate in Cents per 100 pounds on Kansas Pacific Railroad.....
5	Brighton .....	7	9	24	16	22	10
9	Florin .....	7	12	27	18	22	10
15	Elk Grove .....	9	15	30	21	25	13
19	McConnell's .....	9	18	32	24	25	16
26	Galt.....	12	22	36	29	26	21
35	Mokelumne.....	15	26	38	31	31	24
47	Stockton .....	15	30	44	38	35	33
57	Lathrop.....	15	34	48	42	39	38
64	Murrano, .....	17	36	50	44	39	41
70	Salida, .....	18	39	52	46	40	44
77	Modesto, .....	20	42	56	49	41	49
91	Turlock, .....	22	48	63	53	48	57
99	Cresey, .....	24	50	65	55	49	60
60	San Joaquin Bridge.....	15	36	48	42	39	41
64	Banta's.....	15	36	50	44	39	41
69	Ellis .....	15	38	52	46	40	44
75	Midway.....	15	42	54	48	41	46
83	Altamont.....	15	44	58	50	41	52
91	Livermore .....	15	48	63	53	48	57
97	Pleasanton .....	16	50	65	55	49	60
102	Sunol .....	17	53	68	57	49	63
108	Niles .....	17	53	68	59	53	66
111	Washington, .....	17	55	70	60	55	69
115	Warm Sp'gs, .....	18	55	70	60	55	69
119	Milpitas, .....	18	55	70	61	56	71
126	San José, .....	18	58	73	64	56	77
112	Decoto.....	17	55	70	60	55	69
121	Lorenzo .....	18	58	73	62	56	74
123	San Leandro.....	18	58	73	62	56	74
128	Simpson's.....	18	58	73	64	58	77
130	Brooklyn .....	18	58	73	64	58	77
132	Oakland .....	18	60	75	66	58	81
135	Oakland Wharf.....	18	60	75	66	58	81
138	San Francisco.....	18	60	75	67	58	85
133	Alameda Wharf.....	18	60	75	66	58	81
138	Hayward's .....	18	60	75	67	58	85
8	Arcade .....	7	12	27	18	22	10
15	Antelope .....	9	15	30	21	25	13
18	Roseville Junction.....	9	18	32	24	25	16

Central Pacific Railroad.

Vermont Central Railroad.

Chicago, Rock Island, and Pacific Railroad.

North Missouri Railroad.

Ohio and Mississippi Railroad.

Kansas Pacific Railroad.

## EXHIBIT E.

Comparative statement of rates of freight, etc.—continued.

DISTANCE .....	CENTRAL PACIFIC RAILROAD. From Sacramento to—	Rate in Cents per 100 pounds on Central Pacific Railroad.....	Rate in Cents per 100 pounds on Ver- mont Cent. R. R....	Rate in Cents per 100 pounds on Chic'go, R. I., and P. R. R....	Rate in Cents per 100 pounds on North Missouri R. R.....	Rate in Cents per 100 pounds on the Ohio and Miss. R. R.....	Rate in Cents per 100 pounds on Kansas Pacific Railroad.....
28	Lincoln ...	14	22	36	29	27	21
32	Ewing's ...	14	24	38	31	31	24
36	Sheridan ..	16	26	40	34	31	27
39	Wheatland	16	26	40	34	31	27
45	Reed's .....	16	30	42	36	35	30
52	Marysville	16	32	46	40	36	35
62	Milo .....	20	36	50	44	39	41
70	Gridley's...	24	38	52	46	40	44
73	Biggs' .....	24	39	54	48	41	46
83	Nelson .....	28	44	58	50	41	52
89	Durham ...	30	46	60	51	48	55
91	Roble .....	30	48	63	53	48	57
96	Chico .....	31	58	65	55	49	60
99	Shaw's .....	33	50	65	55	49	60
105	Ceres .....	35	53	68	57	53	63
110	Soto .....	40	53	68	59	55	66
115	Vina .....	44	55	70	60	55	69
122	Sesma ....	51	58	73	62	56	74
123	Tehama .....	51	58	73	62	56	74
134	Red Bluff..	56	60	75	66	58	81
22	Rocklin .....	12	20	34	27	25	18
25	Pino .....	12	20	34	27	26	18
28	Penryn .....	15	22	36	29	27	21
31	Newcastle .....	15	24	38	31	31	24
36	Auburn .....	18	26	40	34	31	27
43	Clipper Gap .....	24	28	42	36	33	30
49	New England Mills .....	26	30	44	38	36	33
54	Colfax .....	27	32	46	40	38	35
64	Gold Run .....	35	36	50	44	39	41
67	Dutch Flat .....	37	38	52	46	40	44
69	Alta .....	38	38	52	46	40	44
73	Shady Run .....	41	39	54	48	41	46
78	Blue Cañon .....	45	42	56	49	41	49
84	Emigrant Gap .....	50	44	58	50	41	52
92	Cisco .....	56	48	63	53	48	57
99	Cascade .....	61	50	65	55	49	60
102	Summit Valley .....	63	53	68	57	49	63
105	Summit .....	65	53	68	57	53	63
120	Truckee .....	77	55	70	61	56	71
128	Boca .....	81	58	73	64	58	77
138	State Line .....	86	60	75	67	58	85

Oregon Division.

## EXHIBIT E.

*Comparative statement of rates of freight, etc.—continued.*

DISTANCE.....	CENTRAL PACIFIC RAILROAD. From San Francisco to—	Rate in Cents per 100 pounds on Central Pacific Railroad.....	Rate in Cents per 100 pounds on Ver- mont Cent. R. R....	Rate in Cents per 100 pounds on Chicgo, R. I., and P. R. R....	Rate in Cents per 100 pounds on North Missouri Railroad..	Rate in Cents per 100 pounds on Ohio and Miss. R. R.....	Rate in Cents per 100 pounds on Kansas Pacific Railroad.....
5	Alameda Wharf.....	7	9	24	16	22	10
8	Alameda .....	9	12	27	18	22	10
20	Hayward's .....	12	20	32	24	25	16
3	Oakland Wharf.....	7	9	20	16	22	10
6	Oakland.....	7	12	27	18	22	10
8	Brooklyn .....	7	12	27	18	22	10
10	Simpson's .....	8	12	27	18	25	10
15	San Leandro .....	9	15	30	21	25	13
17	Lorenzo .....	9	18	32	24	25	16
26	Decoto .....	12	22	36	29	26	21
30	Niles .....	12	22	36	29	27	21
33	Washington... }	12	24	38	31	31	24
37	Warm Springs } S. José	15	26	40	34	31	27
41	Milpitas ..... } Branch.	15	28	42	36	33	30
48	San José ..... }	15	30	44	38	36	33
36	Suñol .....	15	26	40	34	31	27
41	Pleasanton .....	15	28	42	36	33	30
47	Livermore .....	15	30	44	38	35	33
55	Altamont .....	15	32	46	40	38	35
63	Midway .....	15	36	50	44	39	41
69	Ellis.....	15	38	52	46	40	44
74	Banta's .....	15	39	54	48	41	46
78	San Joaquin Bridge.....	15	42	56	49	41	49
81	Lathrop .....	15	44	58	50	41	52
88	Murrano.....	17	46	60	51	48	55
94	Salida .....	18	48	63	53	48	57
101	Modesto ..... }	20	53	68	57	49	63
115	Turlock ..... } Visalia	22	55	70	60	55	69
123	Cresey..... } Division.	24	58	73	62	56	74
91	Stockton.....	15	48	63	53	48	57
103	Mokelumne .....	17	53	68	57	53	63
112	Galt.....	17	55	70	60	55	69
119	McConnell's .....	18	55	70	61	56	71
123	Elk Grove .....	18	58	73	62	56	74
129	Florin .....	18	58	73	64	58	77
133	Brighton.....	18	60	75	66	58	81
138	Sacramento .....	18	60	75	67	58	85
146	Arcade .....	21	62	77	69	60	93
156	Roseville Junction .....	23	65	79	70	65	95

## EXHIBIT E.

*Comparative statement of rates of freight, etc.—concluded.*

DISTANCE .....	CENTRAL PACIFIC RAILROAD. From San Francisco to—		Rate in Cents per 100 pounds on Central Pacific Railroad.....	Rate in Cents per 100 pounds on Ver- mont Cent. R. R.....	Rate in Cents per 100 pounds on Chic'go, R. I., and P. R. R....	Rate in Cents per 100 pounds on North Missouri R. R.....	Rate in Cents per 100 pounds on the Ohio and Miss. R. R.....	Rate in Cents per 100 pounds on Kansas Pacific Railroad.....
166	Lincoln .....	Oregon Division.	28	68	81	70	65	99
170	Ewing's .....		28	68	81	70	66	99
177	Wheatland .....		30	71	83	71	66	105
190	Marysville .....		30	73	85	72	66	110
200	Milo .....		34	75	87	73	70	116
208	Gridley's.....		38	77	89	74	73	122
211	Biggs' .....		38	79	91	74	75	124
221	Nelson .....		42	81	93	75	78	130
227	Durham .....		44	81	93	76	86	133
229	Roble .....		44	81	93	76	86	133
234	Chico .....		45	83	95	76	88	136
241	Nord ..		49	85	98	77	89	141
243	Ceres .....		49	85	98	77	90	141
248	Soto .....		54	85	98	78	90	144
253	Vina .....		58	87	100	78	90	147
260	Sesma .....		65	87	100	79	91	150
261	Tehama .....		65	88	103	79	91	153
272	Red Bluff.....		70	89	105	80	91	159
160	Rocklin .....	26	65	79	70	65	95	
163	Pino.....	26	68	81	70	65	96	
166	Penryn .....	29	68	81	70	65	99	
169	Newcastle .....	29	68	81	70	66	99	
174	Auburn .....	32	71	83	71	66	102	
181	Clipper Gap .....	38	73	85	71	66	108	
187	New England Mills .....	40	73	85	72	66	110	
192	Colfax .....	41	75	87	72	70	113	
202	Gold Run .....	49	77	89	73	73	119	
205	Dutch Flat.....	51	77	89	73	73	119	
207	Alta .....	52	77	89	74	73	122	
211	Shady Run.....	55	79	91	74	75	124	
216	Blue Cañon.....	59	79	91	75	78	127	
222	Emigrant Gap .....	64	81	93	75	78	130	
230	Cisco .....	70	81	93	76	88	133	
237	Cascade .....	75	83	95	77	89	139	
240	Summit Valley .....	77	83	95	77	89	139	
243	Summit .....	79	85	98	77	90	141	
258	Truckee .....	91	87	100	79	91	150	
266	Boca .....	95	88	103	80	91	156	
276	State Line .....	100	89	105	.....	91	161	

# EXHIBIT F.

Comparative Statement of rates on Freight on the Illinois Central, Hannibal and St. Joseph, Chicago and Northwestern, Union Pacific, and Central Pacific Railways.

		RATES ON MERCHANDISE.											
FROM	TO	Illinois Central Railroad.			Hannibal & St. Joseph Railroad.			Chicago & Northwestern Railroad.			Union Pacific Railroad.		
		Miles.....	Per 100 lbs. per dist'nce..	Per ton per mile.....	Miles.....	Per 100 lbs. per dist'nce..	Per ton per mile.....	Miles.....	Per 100 lbs. per dist'nce..	Per ton per mile.....	Miles.....	Per 100 lbs. per dist'nce..	Per ton per mile.....
Chicago.....	Calumet.....	15	22	30	15	20	26½	14	7	24	15	11	15
Quincy.....	Palmyra.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton.....	Malone.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Omaha.....	Papillion.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
San Francisco.....	San Leandro.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago.....	Mattison.....	28	27	20	.....	.....	.....	.....	.....	.....	.....	.....	.....
Quincy.....	Bear Creek.....	.....	.....	.....	24	26	22	25	23	18	29	17	12
Clinton.....	Grand Mound.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Omaha.....	Elkhorn.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
San Francisco.....	Decoto.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago.....	Manteno.....	47	38	16	.....	.....	.....	.....	.....	.....	.....	.....	.....
Quincy.....	Shelbina.....	.....	.....	.....	47	35	15	47	35	15	46	23	10
Clinton.....	Clarance.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Omaha.....	Fremont.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
San Francisco.....	Livermore.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago.....	Bulkley's.....	93	60	13	.....	.....	.....	.....	.....	.....	.....	.....	.....
Quincy.....	New Cambria.....	.....	.....	.....	86	50	12	.....	.....	.....	.....	.....	.....
Clinton.....	Fairfax.....	.....	.....	.....	.....	.....	.....	90	50	11	.....	.....	.....
Omaha.....	Columbus.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
San Francisco.....	Stockton.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago.....	Ludlow.....	108	63	11	.....	.....	.....	.....	.....	.....	.....	.....	.....
Quincy.....	Laclede.....	.....	.....	.....	109	58	11	.....	.....	.....	.....	.....	.....
Clinton.....	Luzerne.....	.....	.....	.....	.....	.....	.....	111	56	10	.....	.....	.....









## EXHIBIT F—Continued.

RATES ON SALT, CEMENT, ETC.																
		Illinois Central Railroad.			Hannibal & St. Joseph Railroad.			Chicago & Northwestern Railroad.			Union Pacific Railroad.			Central Pacific Railroad.		
FROM	TO	Miles .....	Per 100 lbs. per dist.....	Per ton per mile.	Miles .....	Per 100 lbs. per dist.....	Per ton per mile .....	Miles .....	Per 100 lbs. per dist.....	Per ton per mile .....	Miles .....	Per 100 lbs. per dist.....	Per ton per mile .....	Miles .....	Per 100 lbs. per dist.....	Per ton per mile.....
Chicago.....	Calumet.....	15	8	11	15	9	12	14	7	10	15	7	9	15	6	8
Quincy.....	Palmyra.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton .....	Malone.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Omaha .....	Papillion .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
San Francisco.....	San Leandro.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago.....	Matteson .....	28	11	8	24	10½	9	25	9½	8	29	11	8	26	7	6
Quincy .....	Bear Creek.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton .....	Grand Mound.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Omaha .....	Elkhorn.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
San Francisco.....	Decoto .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago .....	Manteno.....	47	14½	6	47	15	7	47	13½	6	46	15	7	47	9	4
Quincy .....	Shelbina .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton .....	Clarance .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Omaha .....	Freemont.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
San Francisco.....	Livermore.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago .....	Bulkeley's.....	93	20	4	86	20½	5	90	17	4	92	27	6	91	13	3
Quincy .....	New Cambria .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton .....	Fairfax .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Omaha .....	Columbus .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
San Francisco.....	Stockton.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago .....	Ludlow .....	108	22	4	109	25½	5	111	18	3	.....	.....	.....	.....	.....	.....
Quincy .....	Laclede .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton .....	Luzerne.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....



## E X H I B I T F—Continued.

## RATES ON LIVE STOCK.

FROM	TO	Illinois Central Railroad.			Hannibal and St. Joseph Railroad.			Chicago and Northwestern Railroad.			Union Pacific Railroad.			Central Pacific Railroad.		
		Miles .....	Per 100 lbs. per dist'nce..	Per ton per mile .....	Miles .....	Per 100 lbs. per dist'nce..	Per ton per mile .....	Miles .....	Per 100 lbs. per dist'nce..	Per ton per mile .....	Miles .....	Per 100 lbs. per dist'nce..	Per ton per mile .....	Miles .....	Per 100 lbs. per dist'nce..	Per ton per mile .....
Chicago.....	Calumet .....	15	6	8	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Quincy.....	Palmyra .....	.....	.....	.....	15	9	12	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton.....	Malone .....	.....	.....	.....	.....	.....	.....	14	6½	9	.....	.....	.....	.....	.....	.....
Omaha.....	Papillion .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	15	6	8	.....	.....	.....
<i>San Francisco</i> .....	<i>San Leandro</i> .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	5½	7
Chicago.....	Matison .....	28	7½	5	.....	.....	.....	25	8½	7	.....	.....	.....	.....	.....	.....
Quincy.....	Bear Creek.....	.....	.....	.....	24	10½	8	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton.....	Grand Mound.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	29	8	7	.....	.....	.....
Omaha.....	Elkhorn .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
<i>San Francisco</i> .....	<i>Decoto</i> .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	26	6½	5
Chicago.....	Manteno .....	47	10	4	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Quincy.....	Shelbina.....	.....	.....	.....	47	14½	6	47	13	6	.....	.....	.....	.....	.....	.....
Clinton.....	Clarence .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	46	12½	5	.....	.....	.....
Omaha.....	Fremont .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	47	8½	4
<i>San Francisco</i> .....	<i>Livermore</i> .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago.....	Bulkeley s.....	93	17½	4	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Quincy.....	New Cambria.....	.....	.....	.....	86	19	4½	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton.....	Fairfax.....	.....	.....	.....	.....	.....	.....	90	18½	4	.....	.....	.....	.....	.....	.....
.....	Columbus .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	92	20	4	.....	.....	.....
<i>San Francisco</i> .....	<i>Stockton</i> .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	13	3
Chicago.....	Ludlow .....	108	18½	3	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Quincy.....	Laclede .....	.....	.....	.....	109	21½	4	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton.....	Laizerne.....	.....	.....	.....	.....	.....	.....	111	21½	4	.....	.....	.....	.....	.....	.....

Omaha.....	Silver Creek.....	137	19½	3	135	25	4	139	27	4	142	28½	4	112	15	3
San Francisco.....	Galt.....															
Chicago.....	Talono.....															
Quincy.....	Utica.....															
Clinton.....	Orford.....															
Omaha.....	Chapman's.....															
San Francisco.....	Sacramento.....															
Chicago.....	Okarr.....	158	23½	3	156	27	4							138	16	2
Clinton.....	Hamilton.....															
Omaha.....	Marshall.....							151	31	4	154	31	4			
San Francisco.....	Grand Island.....															
Chicago.....	Roseville.....													156	18	2
Quincy.....	Mattoon.....	172	24	3	171	28½	3	173	32½	4	172	34	4			
Clinton.....	Cameron.....															
Omaha.....	Colo.....															
San Francisco.....	Wood River.....															
Chicago.....	Auburn.....	191	25	3												
Quincy.....	Sigel.....															
Clinton.....	Easton.....				194	30	3	192	34	3½	191	37½	4	192	28½	3
Omaha.....	Ontario.....															
San Francisco.....	Kearney.....															
Chicago.....	Colfax.....															
Quincy.....	Watson.....	206	25	3	200	30	3	208	36	3½	201	38½	4	205	31½	3
Clinton.....	Saxton.....															
Omaha.....	Moingona.....															
San Francisco.....	Stevenson.....															
Chicago.....	Dutch Flat.....															
Quincy.....	Du Bois.....	273	25	2				277	44½	3	278	48½	3			
Clinton.....	Vail.....															
Omaha.....	McPherson.....															
San Francisco.....	State Line.....													276	47	3½
Clinton.....	Lincoln.....													28	7½	6
San Francisco.....	Reed's.....													45	9	4
Omaha.....	Roble.....													91	17	4
San Francisco.....	Soto.....													110	22	4
Clinton.....	Red Bluff.....													134	25	4
San Francisco.....	Lincoln.....													166	20	2½
Clinton.....	Sheridan.....													174	21	2½
San Francisco.....	Marysville.....													190	22½	2½
Clinton.....	Gridley's.....													208	25½	2½
San Francisco.....	Chico.....													234	31½	2½
Clinton.....	Red Bluff.....													272	37½	2½

## Oregon Branch.

San Francisco.....

## EXHIBIT F—Continued.

MACHINERY, AGRICULTURAL IMPLEMENTS, ETC.																
FROM	TO	Illinois Central Railroad.			Hannibal and St. Joseph Railroad.			Chicago and North-western Railroad.			Union Pacific Railroad.			Central Pacific Railroad.		
		Miles .....	Per 100 lbs per dist'n'ce..	Per ton per mile .....	Miles .....	Per 100 lbs per dist'n'ce..	Per ton per mile .....	Miles .....	Per 100 lbs per dist'n'ce..	Per ton per mile .....	Miles .....	Per 100 lbs per dist'n'ce..	Per ton per mile .....	Miles .....	Per 100 lbs per dist'n'ce..	Per ton per mile .....
Chicago.....	Calumet .....	15	7½	10	15	10	13	14	6½	9	15	8	11	15	7	9
Quincy.....	Palmyra .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton .....	Malone .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Omaha .....	Papillion .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
San Francisco.....	San Leandro.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago .....	Matteson .....	28	9½	7	24	11½	10	25	8	6	29	10	7	26	8½	6
Quincy.....	Bear Creek.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton .....	Grand Mound .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Omaha .....	Elkhorn .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
San Francisco.....	Decoto .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago .....	Manteno .....	47	12½	5	47	16	7	47	12½	5	46	15	7	47	10½	5
Quincy.....	Shelbina.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton .....	Clarence .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Omaha .....	Fremont .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
San Francisco.....	Livermore .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago.....	Bulkley's .....	93	19	4	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Quincy.....	New Cambria.....	.....	.....	.....	86	21½	5	90	18½	4	.....	.....	.....	.....	.....	.....
Clinton .....	Fairfax .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Omaha .....	Columbus .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
San Francisco.....	Stockton .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago .....	Ludlow .....	108	22	4	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Quincy.....	Laclede .....	.....	.....	.....	109	27	5	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton .....	Luzerne .....	.....	.....	.....	.....	.....	.....	111	21½	4	.....	.....	.....	.....	.....	.....

[illegible]

## EXHIBIT F—Continued.

RATES ON LUMBER.																	
FROM	TO	Illinois Central Railroad.			Hannibal & St. Joseph Railroad.			Chicago and Northwestern Railroad.			Union Pacific Railroad.			Central Pacific Railroad.			
		Miles ... ..	Per 100 lbs. per dist.....	Per ton per mile .....	Miles ... ..	Per 100 lbs. per dist.....	Per ton per mile .....	Miles ... ..	Per 100 lbs. per dist.....	Per ton per mile .....	Miles ... ..	Per 100 lbs. per dist.....	Per ton per mile .....	Miles ... ..	Per 100 lbs. per dist.....	Per ton per mile .....	
Chicago .....	Calumet .....	15	8	11	15	9	12	14	7	10	15	6	8	15	4½	6	
Quincy .....	Palmyra .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Clinton .....	Malone .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Omaha .....	Papillion .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
San Francisco .....	San Leandro .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Chicago .....	Mattison .....	28	11	8	24	10½	9	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Quincy .....	Bear Creek .....	.....	.....	.....	.....	.....	.....	23	10	8	.....	.....	.....	.....	.....	.....	
Clinton .....	Grand Mound .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Omaha .....	Elkhorn .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	29	8	6	.....	.....	.....	
San Francisco .....	Decoto .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	26	4	
Chicago .....	Manteno .....	47	16	7	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Quincy .....	Shelbina .....	.....	.....	.....	47	15	7	47	15	6½	.....	.....	.....	.....	.....	.....	
Clinton .....	Clarence .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	46	10	4½	.....	.....	.....	
Omaha .....	Fremont .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
San Francisco .....	Livermore .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Chicago .....	Bulkeley's .....	93	22	5	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	47	3	
Quincy .....	New Cambria .....	.....	.....	.....	86	20½	5	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Clinton .....	Fairfax .....	.....	.....	.....	.....	.....	.....	90	21	5	.....	.....	.....	.....	.....	.....	
Omaha .....	Columbus .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
San Francisco .....	Stockton .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Chicago .....	Ludlow .....	108	24	4	.....	.....	.....	.....	.....	.....	92	26	5½	.....	91	2½	
Quincy .....	Laclede .....	.....	.....	.....	109	25½	4	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Clinton .....	Luzerne .....	.....	.....	.....	.....	.....	.....	111	24	4	.....	.....	.....	.....	.....	.....	





## EXHIBIT F—Concluded.

		BRICK, STONE, WOOD, ETC.														
FROM	TO	Illinois Central Railroad.			Hannibal & St. Joseph Railroad.			Chicago & North-western Railroad.			Union Pacific Railroad.			Central Pacific Railroad.		
		Miles.....	Per 100 lbs. per dist'nce..	Per ton per mile.....	Miles.....	Per 100 lbs. per dist'nce..	Per ton per mile .....	Miles.....	Per 100 lbs. per dist'nce..	Per ton per mile .....	Miles .....	Per 100 lbs. per dist'nce..	Per ton per mile .....	Miles .....	Per 100 lbs. per dist'nce..	Per ton per Mile .....
Chicago.....	Calumet.....	15	4	5½	15	8½	11	14	4½	9	15	6	8	15	4½	6
Quincy.....	Palmyra.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton.....	Malone.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Omaha.....	Papillion.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
San Francisco.....	San Leandro.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago.....	Mattison.....	28	5	4	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Quincy.....	Bear Creek.....	.....	.....	.....	24	9½	8	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton.....	Grand Mound.....	.....	.....	.....	.....	.....	.....	25	6	5	.....	.....	.....	.....	.....	.....
Omaha.....	Elkhorn.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
San Francisco.....	Decoto.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago.....	Manteno.....	47	7½	3	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Quincy.....	Shelbina.....	.....	.....	.....	47	12	5	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton.....	Clarence.....	.....	.....	.....	.....	.....	.....	47	10	4	.....	.....	.....	.....	.....	.....
Omaha.....	Fremont.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
San Francisco.....	Livermore.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago.....	Bulkeley's.....	33	10	2¼	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Quincy.....	New Cambria.....	.....	.....	.....	86	16	4	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton.....	Fairfax.....	.....	.....	.....	.....	.....	.....	90	16	3½	.....	.....	.....	.....	.....	.....
Omaha.....	Columbus.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
San Francisco.....	Stockton.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago.....	Ludlow.....	108	10½	2¼	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Quincy.....	Laclede.....	.....	.....	.....	109	18½	3	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clinton.....	Luzerne.....	.....	.....	.....	.....	.....	.....	111	19	3½	.....	.....	.....	.....	.....	.....



## EXHIBIT G.

*Statement of Freight Receipts from the following Stations in Placer and Nevada Counties, from January to November, 1871.*

MONTHS.	Newcastle .....	Auburn .....	Colfax .....	Gold Run.....	Dutch Flat.....	Alta.....	Blue Cañon.....	Emigrant Gap..	Cisco .....	Summit .....	Truckee.....	Boca .....	Total amount...
January .....	\$531 50	\$1,308 50	\$3,819 00	\$240 00	\$651 50	\$891 50	\$49 00	\$23 50	\$57 00	\$97 50	\$2,731 00	\$822 25	\$11,042 25
February..	322 75	1,164 00	2,075 30	241 50	800 25	160 25	45 01	11 25	47 25	38 50	5,577 00	110 75	11,433 80
March .....	350 50	1,546 25	4,427 25	300 50	825 25	653 00	51 00	18 00	45 75	70 50	5,553 00	139 75	14,218 75
April .....	403 75	1,505 00	4,405 50	314 25	1,024 50	993 25	57 50	32 25	48 50	27 75	4,800 91	296 10	14,005 25
May.....	579 25	2,257 25	5,670 00	368 50	1,103 00	966 34	156 75	302 00	149 11	110 37	5,563 48	240 25	18,219 40
June .....	37 15	2,030 75	5,149 75	483 50	1,150 75	1,418 50	124 50	729 80	248 21	116 58	8,322 79	335 78	20,736 92
July .....	1,012 50	2,143 95	5,119 51	329 20	1,086 30	1,318 01	154 25	744 55	216 46	216 40	8,956 24	872 50	22,499 45
August.....	795 25	2,457 64	5,753 25	439 25	1,221 75	1,022 37	179 34	549 57	114 18	636 15	8,879 11	2,801 00	24,830 46
September .....	720 03	2,047 30	5,801 14	541 00	1,312 65	1,221 89	195 50	1,237 54	170 29	556 00	7,698 53	332 75	22,654 80
October.....	946 00	3,046 50	6,825 25	650 00	1,322 00	1,041 92	363 75	1,623 07	140 96	148 23	7,726 38	493 75	23,527 81
November.....	1,264 50	3,265 50	6,087 00	381 00	1,336 25	1,020 01	284 92	941 04	226 55	273 78	4,709 19	515 00	20,186 74
Totals.....	\$7,270 21	\$24,532 00	\$56,032 95	\$4,327 70	\$12,526 40	\$10,609 38	\$1,661 51	\$5,292 57	\$1,474 26	\$2,300 75	\$71,467 63	\$6,679 88	\$203,405 64

Placer County..... \$122,747 38.  
Nevada County..... 80,748 26.

## EXHIBIT H.

Statement showing "Maximum" Charge for Freight per on per mile on following Railroads, taken from the published Tariff Books of said Companies for Years 1869-1870.

NAME OF ROAD.	For more than five and less than fifteen miles .....	For more than fif- teen and less than thirty miles.....	For more than thir- ty and less than fif- ty miles.....	For more than fifty and less than one hundred miles.....	For length between one hundred and two hundred miles.
	Cents.	Cents.	Cents.	Cents.	Cents.
Union Pacific .....	24	13.84	12.17	11.29	7.75
Lake Shore and Michigan Southern	24	12.80	10.63	8.48	.....
Erie .....	35	13.33	10	8.43	4.34
Ohio and Mississippi .....	32	15.20	12	9.85	5.64
Illinois Central .....	36	24	17.33	13.33	10.76
Vermont Central .....	33.33	11.85	10.23	9.35	5.42
Burlington and Missouri River.....	33.33	17.85	16.66	11.64	7.82
Chicago and Alton.....	23.33	16	14.05	10.21	.....
St. Louis, Vandalia, T. N. & Ind's ..	60	20.08	13.59	10½	5.79
Michigan Central.....	26	14.78	11.05	8.54	.....
Little Miami & Columbus & Xenia..	26	20	8	6.24	4.91
Kansas City, St. Joe & Council Bluffs	45.71	24.80	20.97	14	10.54
Oregon and California .....	28.57	16.42	14.09	12.17	12.19
Columbus and Hocking Valley.....	22.22	13.91	10	8.43	7.36
St. Louis and South Eastern.....	34.28	13.60	13.72	10.52	10.52
Indianapolis, Bloomington & West'n.	37.77	20	15	9.41	6.60

## EXHIBIT I.

Table of comparative rates, published by the "Sacramento Union," February 3d, 1872.

NAME OF RAILROAD.	Miles of track.....	Total amount of stock and debt.....	Total amount of stock and debt per mile of road....	Earnings from transportation of passengers.....	Earnings from transportation of freight.....	Earnings from all other sources .....	Total earnings for year.....	Total operating expenses...
Atlantic and Great Western Railroad...	507	\$59,999,900 00	\$140,844 83	\$1,039,551 61	\$3,318,902 29	\$75,647 00	\$ 4,434,100 90	\$3,655,293 08
Central Ohio Div. Baltimore & O. R. R.	163	5,500,000 00	40,145 98	288,094 14	485,153 76	67,512 60	835,760 50	801,022 02
Cleveland, Col's, Cin. & Indianap's R.R.	391	14,620,000 00	37,391 30	858,813 20	2,164,660 45	213,635 99	3,232,109 64	2,173,650 29
Cleveland and Pittsburg Railroad.....	225	11,254,275 00	50,554 15	618,065 47	1,794,241 86	100,065 85	2,512,373 18	1,477,767 14
Lake Shore and Michigan South'n R. R.	942	57,829,507 56	61,300 15	4,223,699 96	8,097,145 45	667,479 12	12,988,324 53	7,996,249 15
Marietta and Cincinnati Railroad.....	316	22,616,962 62	81,708 15	393,163 86	923,473 61	65,298 62	1,381,936 09	1,382,093 89
Pittsburg, Fort Wayne & Chicago R. R.	503	33,395,515 33	71,312 22	2,619,218 03	4,697,551 49	332,743 74	7,649,513 26	4,325,906 61
Cincinnati, Hamilton & Dayton R. R.*	176	5,532,000 00	92,200 00	420,430 30	506,645 51	267,999 10	1,195,074 96	648,273 67

\* Sixty miles; has three rails.

## EXHIBIT I—(Continued).

NAME OF RAILROAD.	HIGHEST RATE PER TON PER MILE.		Second Class Freight.	
	HIGHEST RATE OF FARE FOR PASSENGERS PER MILE. FIRST CLASS.		First Class Freight.	
			For through freight.....	Cts.
			In the State of Ohio.....	Cts.
			For more than 50 and less than 100 miles.....	Cts.
			For more than 30 and less than 50 miles.....	Cts.
			For more than 15 and less than 30 miles.....	Cts.
			For more than 5 and less than 15 miles.....	Cts.
			For through freight.....	Cts.
			For whole length in Ohio...	Cts.
			For more than 50 and less than 100 miles.....	Cts.
			For more than 30 and less than 50 miles.....	Cts.
			For more than 15 and less than 30 miles.....	Cts.
			For more than 5 and less than 15 miles.....	Cts.
			For through passengers....	Cts.
			For whole length of road...	Cts.
			For more than 50 and less than 100 miles.....	Cts.
			For more than 50 and less than 30 miles.....	Cts.
			For more than 15 and less than 30 miles.....	Cts.
			For more than 5 and less than 15 miles.....	Cts.
			For shortest distance.....	Cts.
Atlantic and Great Western Railroad.....	5	4.16	3.85	3.81
Central Ohio Division Baltimore and Ohio R. R.	5	3.50	3.50	3.4
Cleveland, Columbus, Cin. & Indianapolis R. R.	3.50	3.50	3.50	3.50
Cleveland and Pittsburgh Railroad.....	5	3.34	3.50	3.50
Lake Shore and Michigan Southern Railroad....	6%	4	3.6	3.50
Marietta and Cincinnati Railroad.....	20	5	4 3/4	4.50
Pittsburg, Fort Wayne and Chicago Railroad...	5	4	3 3/4	3.50
Cincinnati, Hamilton and Dayton Railroad.* ....	30	5	4	3.50

\* Sixty miles; has three rails.

## EXHIBIT I—(Continued.)

NAME OF RAILROAD.	Miles of track.....	Total amount of capital stock paid in.....	Total amount of floating and funded debt	Earnings from transportation of passengers .....	Earnings from transportation of freight...	Earnings from other sources .....	Total earnings.....	Paid for transportation expenses.....
	No.	Dollars.	Dollars.	Dollars.	Dollars.	Dollars.	Dollars.	Dollars.
Buffalo and Erie Railroad.....	88	6,000,000 00.	4,000,000 00	.....	.....	.....	2,222,804 73	1,676,164 72
Erie Railroad.....	459	78,536,910 00	23,398,800 00	3,429,629 18	13,046,803 76	245,067 40	16,721,500 34	13,718,085 34
Hudson River Railroad.....	144	16,020,800 00	4,310,387 00	2,269,378 07	3,608,804 33	605,715 54	6,484,457 94	3,770,967 51
New York Central Railroad.....	593	28,795,000 00	11,398,425 87	4,928,470 24	10,457,581 89	900,564 26	15,586,616 39	9,055,485 18
Ogdensburg and Lake Champlain R.R.	118	3,049,100 00	626,900 00	171,845 14	859,019 01	22,139 25	1,053,003 40	704,312 26
Rensselaer and Saratoga Railroad.....	181	3,000,000 00	1,500,000 00	.....	.....	.....	.....	.....
Rome, Watertown and Ogdensburg R.	189	2,976,400 00	1,517,926 33	469,059 26	651,348 04	100,141 10	1,220,548 40	760,977 85
Syracuse, Binghamton and N. Y. R.R.	81	1,470,130 00	1,717,962 09	174,386 29	320,920 39	24,000 00	519,306 68	386,742 66

That portion of the Atlantic and Great Western in the State of Pennsylvania charges as follows: First-class passengers, through, 2.72 cents; first-class passengers, way, 3.25; second-class passengers, way, 2.16; emigrant, through, 1; rate per ton per mile, through freight, 3.11; local freight, 4.53; local coal, 2.66.





## EXHIBIT I—(Continued).

NAME OF RAILROAD	Miles of road.....	No.	Fare from station to station, through the whole length of the several roads, single ticket.....	Dollars.	Cents.	Rate per mile.....	Through tickets.....	Cents.	Rate per ton per mile, cents and decimal of a cent.....
New Haven, Middletown and Williamantic Railroad.....	22½		0 95		4.22	4.00	4.00		8.88
New York and New Haven Railroad (in Connecticut).....	47		2 20		4.68	3.29	3.29		4.60
Naugatuck Railroad.....	62		3 40		5.48	3.22	3.22		For coal, 4.43, 7.95
Norwich and Worcester Railroad.....	60½		2 85		4.73	3.32	3.32		.....
New Haven and Northampton Railroad.....	59½		2 40		4.00	3.17	3.17		3½ for coal 4.70
Hartford and New Haven Railroad.....	62		3 40		5.48	3.22	3.22		5.32

## EXHIBIT I—(Continued).

NAME OF RAILROAD.	Miles of track.....	Rates of passenger fare.			Cost per passenger per mile...		Rates per ton per mile.		Cost per ton per mile—proximate average.....
		First Class, through.....	First Class, way.....	Second Class, through.....	Cts.	Cts.	Through freight	Local freight.	
	No.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.
Pennsylvania Railroad (double track).....	706	3.00	3.00	1 $\frac{3}{4}$	2.567	1.906	1.906	1.906	1.225
Philadelphia and Reading Railroad (double track).....	806	3.21	3.21	2.78	1.90	1.53	2.84	2.84	1.57
Phila. and Balt. R. R. (length of road said to be 39 miles)...	90	3 $\frac{1}{4}$	4.00	.....	.....	.....	3 $\frac{1}{2}$	3 $\frac{1}{2}$	.....
Lehigh and Susquehanna Railroad.....	121	3.00	3.00	.....	.....	3, coal, 1 $\frac{3}{4}$	3.	3.	.....
Lehigh Valley Railroad.....	382	3 $\frac{1}{2}$	3 $\frac{1}{2}$	.....	.....	(Average	2.62, coal, 3 $\frac{3}{4}$ )	.....	.....
Philadelphia, Wilmington and Baltimore Railroad.....	201	3.00	3 $\frac{1}{2}$	2.00	.....	3.00	4.	.....	.....
Philadelphia-Erie Railroad.....	362	.....	.....	3 $\frac{1}{2}$	.....	1.609	1.609	1.609	.....

# EXHIBIT I—(Continued.)

## CENTRAL PACIFIC RAILROAD OF CALIFORNIA FOR THE YEAR 1870.

Miles in Operation in Year 1870.....	Received from Pas- sengers.....	Rec'd from Freight...	Received from other sources .....	Total Earnings.....	Operating Expenses, including Trains...	Net Earnings.....
From 742 to 900	\$4,044,392 05	\$3,508,892 09	\$367,446 84	\$7,920,710 98	\$4,060,564 95	\$3,860,146 03
<p>Received from United States Government, subsidy for seven and eighteen one hundredths miles, from Sacramento to Arcade Creek.  Received from United States Government, subsidy for one hundred and fifty miles, through Sierra Nevada.....  Received from State of California.....  Received from Placer County.....  Received from Sacramento County.....  Capital stock paid in.....  Funded debt issued.....  Land grant bonds.....  Total cash subsidy received from United States Government in six per cent bonds.....</p>						
						<p>\$16,000 per mile  48,000 per mile  32,000 per mile  1,500,000  250,000  300,000  54,001,960  31,488,000  10,000,000  29,551,000</p>

The States through which these railroads or branches owned and operated by them pass: Connecticut, Massachusetts, New York, New Jersey, Pennsylvania, Ohio, Maryland, Indiana, Illinois, Michigan.  
The number of miles of railroad owned or operated by the companies in this table is over twelve thousand.  
Received from United States Government subsidy for twelve thousand eight hundred acres per mile.

## EXHIBIT K.

*Supplemental statement, showing in last four columns the rates which the Central Pacific Railroad should charge if value of rolling stock and number of tons per mile, compared with each of subjoined roads, are considered as base of comparison.*

NAME OF RAILROAD.	Miles.....	Total number of passengers carried.....	Total number tons of freight carried.....	Total per mile number of passengers.....	Total per mile tons of freight.....	Highest passenger fare, per Exhibit I.....	Highest freight charges, per Exhibit I.....
						Cents.	Cents.
Atlantic and Great Western.....	507	1,205,651	2,143,724	2,378	4,228	5	26.60
Central Ohio Division of Baltimore and Ohio.....	163	212,470	211,305	1,303	1,296	5	12
Cleveland, Columbus, Cincinnati and Indianapolis.....	391	583,694	831,644	1,492	1,492	3½	5½
Cleveland and Pittsburgh.....	225	634,047	1,147,448	2,818	5,099	5	26
Lake Shore and Michigan Southern.....	942	2,244,698	3,016,346	2,382	3,202	6½	16
Marietta and Cincinnati.....	316	339,245	394,343	1,073	3,146	20	10
Pittsburg, Fort Wayne, and Chicago.....	503	1,857,949	1,628,316	3,693	3,237	5	9
Cincinnati, Hamilton, and Dayton.....	176	735,017	419,350	4,176	2,382	30	20
Central Pacific.....	1,027	666,594	414,531	649	403	10	15

## EXHIBIT K—(Continued.)

NAME OF RAILROAD.	Total number of engines.....	Total number of passenger cars...	Total number of freight cars.....	Number of passengers handled per car.....	Tons of freight handled per car.	Value of passenger cars compared to Central Pacific, as one to.....	Value of freight cars compared to Central Pacific, as one to...
Atlantic and Great Western.....	166	80	3,475	15,070	616	4.4	4.7
Central Ohio Division of Baltimore and Ohio.....	43	26	676	8,171	311	2.4	2.4
Cleveland, Columbus, Cincinnati, and Indianapolis...	87	47	1,455	12,376	571	3.6	4.4
Cleveland and Pittsburgh.....	78	39	1,601	12,257	716	3.6	5.5
Lake Shore and Michigan Southern.....	274	187	5,551	12,003	543	3.5	4.2
Marietta and Cincinnati.....	52	24	618	14,135	638	4.1	4.9
Pittsburg, Fort Wayne, and Chicago.....	221	119	3,334	15,613	488	4.6	3.7
Cincinnati, Hamilton, and Dayton.....	33	32	426	22,968	984	6.7	7.6
Central Pacific.....	179	197	3,200	3,383	129	.....	.....

## EXHIBIT K—(Concluded.)

*Supplemental statement, showing the rates which the Central Pacific Railroad should charge if value of rolling stock and number of tons per mile, compared with each of subjoined roads, are considered as base of comparison.*

NAME OF RAILROAD.	What the maximum charges of Central Pacific should be, judged by value of passenger cars on other roads.....	What rates should be on Central Pacific, judged by difference in number of passengers carried, per mile...	What the maximum charges of Central Pacific should be, judged by value of freight cars on other roads.....	What rates should be on Central Pacific, judged by difference in number of tons carried per mile.....
	Per Mile.	Per Mile.	Per Mile.	Per Mile.
Atlantic and Great Western .....	\$ 22	\$ 18	\$1 25.02	\$ 2 66
Central Ohio Division of Baltimore and Ohio.....	12	10	28.80	38
Cleveland, Columbus, Cincinnati, and Indianapolis	12.6	8	24.20	20
Cleveland and Pittsburg...	18	21	1 43	3 12
Lake Shore and Michigan Southern.....	23.3	18	67.20	1 28
Marietta and Cincinnati...	82	32	49	78
Pittsburg, Fort Wayne, and Chicago. ....	23	28	33.30	72
Cincinnati, Hamilton, and Dayton.....	2 01	1 92	1 52	1 18
	\$3 93.9	\$3 27	\$6 22.52	\$10 32
Central Pacific, average...	49	40	77.81	1 29

## EXHIBIT L.

SACRAMENTO, January 29th, 1872.

HON. GILES H. GRAY, Chairman of Committee on Corporation:

DEAR SIR—Below please find statement of rates of freight per ton weight and measurement prior to eighteen hundred and fifty-four to eighteen hundred and seventy-two inclusive.

Prior to the railroad raids upon the steamboat routes the rates were predecated upon the weight and measurement, and in order to compete with railroad rates the Navigation Company was compelled to adopt the tariff of weight, which is fully twenty per cent in favor of shippers.

FROM SAN FRANCISCO	Prior to 1854.	1870-'71.	1872.
To Red Bluffs.....	\$100 00	\$20 00	\$13 00
To Chico.....	60 00	12 00	6 00
To Colusa.....	30 00	10 00	5 00
To Marysville.....	30 00	8 00	3 00
To Sacramento.....	10 00	4 00	1 50

Yours, respectfully,

A. REDINGTON.



## EXHIBIT M.

*Abstract of Taxes paid in the State of California by the Central Pacific Railroad Company during the year 1870.*

COUNTIES.	Amount.
Santa Clara.....	\$1,331 28
San Mateo.....	41 96
Alameda.....	\$16,454 74
Construction .....	4,320 82
	20,775 56
San Joaquin.....	10,677 97
Construction .....	124 70
	10,802 67
Sacramento.....	20,552 68
Construction .....	219 20
	20,771 88
Placer.....	32,330 87
Construction .....	7,800 00
	40,130 87
Nevada.....	8,042 24
Construction .....	196 50
	8,238 74
El Dorado.....	1,392 75
Yuba.....	2,845 80
Construction .....	148 79
	2,994 59
Sutter .....	864 15
Butte .....	1,701 00
City of San Francisco .....	388 26
City of San José.....	70 25
City of Oakland.....	1,493 31
City of Stockton.....	130 20
City of Sacramento.....	3,233 63
City of Marysville.....	422 10
School Districts.....	1,306 61
Poll Tax, white men.....	5,550 00
Poll Tax, Chinamen.....	6,870 50
Total.....	\$128,510 41

## EXHIBIT M—Continued.

*Abstract of Taxes paid in the State of California by the Central Pacific Railroad Company during the year 1871.*

COUNTIES.	Amount.
Santa Clara .....	\$1,375 79
San Mateo .....	43 37
Alameda .....	\$18,084 87
Construction.....	2,602 17
	20,687 04
San Joaquin .....	11,555 14
Sacramento .....	17,068 08
Construction .....	266 20
	17,334 28
Placer.....	22,378 96
Construction .....	1,745 50
	24,124 46
Nevada .....	10,127 29
Construction .....	208 47
	10,335 76
El Dorado.....	1,271 80
Yuba .....	2,740 00
Sutter .....	1,000 00
Butte .....	6,779 50
Construction.....	215 54
	6,995 04
Tehama.....	1,521 24
Stanislaus.....	1,109 68
Construction .....	709 00
	1,818 68
Merced, construction.....	462 00
City of San Francisco, op. and construction...	3,041 86
City of San José .....	70 35
City of Oakland, op. and construction .....	5,133 00
City of Stockton .....	415 00
City of Sacramento .....	6,785 68
City of Marysville .....	390 00
Town of Brooklyn.....	130 26
School Districts .....	1,374 04
Poll Tax, white men.....	7,875 00
Poll Tax, Chinamen.....	5,810 25
Total .....	\$132,290 04

E. H. MILLER, JR., Secretary.

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NINETEENTH SESSION OF THE LEGISLATURE OF THE STATE OF CALIFORNIA.

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# APPENDIX

TO THE

REPORT OF THE COMMITTEE ON CORPORATIONS

OF THE ASSEMBLY,

UPON

RAILROAD FREIGHTS AND FARES.

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T. A. SPRINGER.....STATE PRINTER.

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## APPENDIX.

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### ABSTRACT OF EVIDENCE TAKEN BEFORE THE ASSEMBLY COMMITTEE ON CORPORATIONS.

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*Nineteenth Session of the Legislature of the State of California.*

JANUARY, 1872.

ASSEMBLYMAN DAYS,

Testified: The principal complaint of Nevada County in regard to railroad freights is, that, in the opinion of the storekeepers of that county, the rates are too high, and that the railroad has the chance of putting fares up to any amount within the law; also, through freights coming from the Eastern States to Nevada County are taken first to Sacramento City, and afterwards reshipped to its place of destination in Nevada County at the expense of the consignee; they desire to have the through freights from the Atlantic States stopped at Colfax before reaching Sacramento; yet we do not wish to do anything which would deprive the railroad of a fair remunerative price. I state only what I suppose to be the views of my constituents; I have no practical knowledge of the matter, and do not know the tariff of freights or fares from Sacramento to Grass Valley or Nevada. I make no complaint myself, and if I can be satisfied that the people of Nevada County are paying no more than a fair compensation to the railroad company for transportation, then I am in favor of the present rates.

ASSEMBLYMAN FREEMAN, of Yolo,

Testified: One of the bills for reduction of freights and fares before the committee was introduced by me. The people of Yolo County have nothing to complain of in regard to overcharges by the railroad company in any county of California, but as most of the railroad and steamboat lines in this State are now consolidated into one incorporated company, I fear the people will not be protected in the present low rates,

and this bill is to prevent possible higher charges. I do not know of any exhibition by the railroad company of any intention to raise their rates, but I ask a law to prevent such a possibility hereafter. That is all the people have to complain of. I do not believe the people care what rates are charged from New York to Sacramento. I only design to control the rates upon roads within this State outside of the Central Pacific Railroad. I never intended the bill to apply to freights shipped to points beyond the State line. I do not know the rates of freight and fares now charged in this State, nor the amount of tonnage which passes the various points, nor the number of passengers per mile which ride upon the various roads, nor the proportion of manufactured goods to the raw material, nor the cost of operating railroads. The rates fixed in the proposed bill are what I supposed to be correct. I arrive at four cents per mile for fares by a calculation of all the charges which I could ascertain in the State of California, and they averaged five cents; then I made an estimate of one fifth that travel without paying, leaving four cents average of the whole per mile. I estimated that if they can carry all for five cents and one fifth free, they can carry all for four cents if every passenger pays.

Question.—If the cost of operating railroads depends upon the business, tonnage, and cost of road, was this rate fixed by you in the bill for the roads most difficult to operate and for mountain roads, or for the vallies?

A.—This bill is only to regulate the roads in the valleys, so far as I am concerned, and so far as the people of the State of California are concerned. No railroad company could afford to build a railroad in Mariposa County, for example, under this bill. The question would then be whether the people of Sacramento County and Solano can afford to pay extra rates because the County of Mariposa desire to have a railroad.

Adjourned.

MR. FREEMAN—recalled.

Question.—How did you arrive at the schedule of rates for freight fixed in your bill?

Answer—I took the rates as they are charged by the company for all long distances, as near as I could get it, but did not reduce them; and I will ask any member of the railroad company if three cents per mile is not as much as they charge on raw materials over one hundred miles?

Q.—How did you get at three cents per mile?

A.—This bill is made to cover the raw material, and there is provision in the bill which gives them the power to charge extra on any other class of goods, by measurement. It is only that class of freight that is covered by this bill that is carried at first class rates, and that weighs more than it measures; and according to any bills that I have ever paid to the railroad company it does not exceed that, with a very few exceptions, and three cents per ton per mile on any raw materials.

Q.—You say that such freight carried sixty miles or over shall be three cents per mile?

A.—That is, anything beyond sixty miles.

Q.—Why do you make sixty miles the starting point for this rate?

A.—For carrying fifty miles, but not exceeding sixty miles, the freight is three and one half cents. That is a reduction on the rates they charge—that is, on the rates I have paid.

Q.—Have you got any memorandum to show us the rates of freight you have paid on that?



A.—No sir; I say that I have never paid the same price for all distances; I have paid higher rates for shorter distances than for longer ones; I have paid from Knight's Landing to Vallejo, which is seventy miles or about, two dollars per ton, which is less than that bill calls for, and I have paid from stations nearer than that three dollars per ton on the same road; so that there is no uniformity in the railroad charges.

Q.—Now, three dollars is what you pay; how much does a buggy generally weigh? Five hundred pounds?

A.—Yes, about that; but I do not propose to ship buggies by weight, but by measurement, forty cubic feet to the ton, if you will read the bill.

Q.—I cannot see yet, Mr. Freeman, from your statements, how you arrive at the rates. I wish you would give us the best information you can.

A.—Well, I arrive at these rates by their charges. I say that their charges do not exceed that on the heavy goods only on some very short roads. I have never paid more than is in that bill on the California Pacific or on the Central. I have not done much on the Central, or much on the Western; but I see the rates that are charged other men, and I know that their rates do not exceed the amount in the bill, except on very short roads.

Q.—Will you not give us figures in one instance to enable us to fix any one of these items?

A.—I do not suppose I can. I say I have offered the bill not to reduce the rates charged by the railroad companies, but to fix a rate they cannot exceed; that is the object of the bill. The people complain that the law already in force is too loose; that it will give privileges to the railroad company; that it will give them the opportunity to fix rates that will be oppressive. They do not complain of the present rates, but they complain that the law may be taken advantage of in the state it at present exists. Now, I do not claim that that is a reduction of any of their business; I do not believe it is, according to the rates I pay, with the exception of the rates of fares (I believe these are twenty per cent less than they charge); but in the rates of freight I cannot see that it is a reduction on the natural products of the country, and there are provisions in the bill that allow them to charge on any manufactured goods by measurement. As far as live stock is concerned, by the ear load, they must make a special contract with them (that is, only for a car load of ten tons); otherwise it shall be conveyed the same as any other produce of the country.

Q.—Did you ever pay any freight per mile in that way?

A.—Not in this country; I have not.

Q.—On the railroads of California have you ever paid freight per mile in the way you attempt to fix it by that bill?

A.—No, I have not; there has never been any such rates fixed by them.

Q.—Then you have no figures; could you furnish them by to-morrow, or, say, in a week?

A.—No, sir. What kind of figures do you want?

Q.—I want anything you can produce which will satisfy us as it has satisfied you that this is correct. Can you produce them at any time?

A.—Well, I do not know that I would agree to undertake it.

Q.—Have you any freight bills?

A.—No, I do not carry them with me.

Q.—Have you got any at your place of business?

A.—I have not, now; I am not in business now at all.

Q.—Will you tell me how I must go to work to arrive at the conclusion you have arrived at—a feasible method?

A.—I suppose the company will show you what they charge to all the stations; you have the right to ask them the same as you have the right to ask me what they charge. If it is correct, you can see the difference they ask; and I claim that I do not pretend to offer a bill that will reduce their rates charged for long distances, and I do not believe it does; I drew the bill on that calculation—not to reduce the rates.

Q.—What would be the best criterion—the amount they charge or the amount they collect?

A.—I suppose they collect what they charge; they always have done from me.

*By Mr. Ellis.*

Q.—If I understand you, it is not your intention to reduce the present fares and freights, but to reduce the maximum rates by law?

A.—That is the only thing the people ask. I am pretty well acquainted with the people; I have traded in almost every county in the State. The only question is that the law is loose; that the whole business now is in the hands of one company. There is no possible chance of opposition in the business, but the law may be so enacted as to prevent any company from taking any advantage of it.

*By Mr. Wright.*

Q.—I understand that you said that so far as you knew and so far as the people of this State are concerned, there was no cause of complaint of the rates of freight or fares charged by the railroad company?

A.—I do not believe they have. These rates have been cut low from the fact that there has been opposition from the steamboats, but the recent acts of consolidation have given the company control and made a cause of fear.

Q.—Now, in order to know what this danger is, I would like to know what two railroads that have been competitors for business through the same section of the country have been consolidated, leaving only one means for the trade to use?

A.—Not only the railroads, but the steamboats, too. At that time we had opposition, by three different companies, to almost every important place in the State (not a year ago). We had the California Pacific, the California Steam Navigation Company, the Central Pacific Railroad Company, to almost all the important places—to Marysville, Sacramento, Stockton, and different points along the road. It was so arranged that you could have opposition from three different lines of transportation.

Q.—Then there were railroads and steamboat companies?

A.—Yes; there was competition between two lines of railroad for these different points.

*By Mr. Bell.*

Q.—When the competition existed were these companies making any profit from their trade?

A.—That is a question I have never examined into; I do not propose to do so; it has nothing to do with the bill under consideration at all.

Q.—Then you do not know whether they were paying rates or not?

A.—I do not propose to investigate the matter. The management of the companies seemed healthy, had plenty of money to spend, and I suppose they did not lose anything; whether they did or not is none of my business.

Q.—In your evidence yesterday you were speaking about grades; do you know what the grade is on the California Pacific Railroad?

A.—I do not know exactly; I do not believe I do. It is generally pretty level; there is only one place; that is about fifteen miles from Vallejo.

Q.—How much grade have they there?

A.—I do not know.

Q.—Do they not have a rise of one hundred feet?

A.—I know it takes double the power to carry the train up there.

Q.—How much extra power?

A.—About one hundred per cent; the train that runs down with one engine takes two to run up.

Q.—Have you not seen five engines in use on that grade?

A.—No sir, I never saw that there; I have run down with twenty-five or thirty cars, with a single engine, and two will take them up; but I never saw any more than two.

Q.—Twenty-five or thirty cars, then, take two engines?

A.—Yes, it is generally considered a load for an engine.

Q.—The San José road, what grades are there on that?

A.—I am not acquainted with it; I have traveled over it, but did not pay any attention to the grades.

Q.—Do you not know that there are grades of about one hundred feet to the mile on that road?

A.—I do not know but there may be.

Q.—How about the Copperopolis road?

A.—Well, as I said, I have never investigated the matter.

Q.—You do not know but that there are one hundred feet grades?

A.—I would not doubt it, in some places.

Q.—Do you know what there are on the Sacramento Valley and Placer Road?

A.—I do not know, but I have heard it said that there was forty feet to the mile, until you get to the mountains.

Q.—You do not know, also, but what they are as high as eighty feet?

A.—No, I do not know, but I would not question the statement; I have no reason to doubt it.

Q.—What are the grades on the Western Pacific, between Sacramento and San Francisco?

A.—The question of grades on the roads I never paid any attention to at all.

Q.—You say that most of the roads had not got any grades; I was trying to get at that?

A.—I said yesterday that I believed the grades in the valley roads of the State of California do not exceed that in other States—in fact, do not hardly come up to it; that is, looking at it.

Q.—Do you know what the grade is from Marysville to Davis?

A.—No sir, I do not; I have traveled over the road.

Q.—(It is about forty-five feet to the mile). The Central Pacific grades, what are they?

A.—Well, I do not know; I have heard it said in some places they run from one hundred to one hundred and ten and one hundred and twenty; I have heard this, but I never investigated what the grades were; I

supposed the company knew, and they could afford to do business over them.

Q.—What other roads are there in the State that you can instance?

A.—I do not know of any roads of any length; there is the Napa Valley Road and the Sonoma Road; they are short roads; I know no other roads.

Q.—How do they compare with the charges in this State.

A.—Well, the average is (I only take averages), the average of these eastern roads amount to probably over one half the average charges on the roads in California.

Q.—Have you examined their freight tariffs?

A.—Yes, a great many.

Q.—Of what roads?

A.—Some of the roads in New York, some in Illinois, and some in Michigan, Massachusetts, and most of the States.

Q.—The New York Central?

A.—I do not know; I have taken the average of the business of all the roads.

Q.—Being all the roads in the East?

A.—The longest and shortest in the East—a general average. The rates do not average over one and a half cents per ton per mile—that is, these rates that I have investigated, but perhaps you would find it out as easy as I could.

Q.—That is very interesting to me. I would like to know what particular road you can mention?

A.—I say I have examined some roads in the East, but you must recollect that this is something I do not charge my mind with. I only recollect the average charges of the different States on the various roads.

Q.—Did you examine the Illinois Central?

A.—I believe I have. I do not recollect exactly what they charge, but I believe their charges are a little higher than the roads in Pennsylvania and Ohio. I believe they are twenty-five to fifty per cent higher.

Q.—Did you get the figures of any particular road in Ohio?

A.—I do not think I did, from any particular road. I suppose, to take it as a general average for other States, I saw that it was lower than most any other State. They have more tonnage, do a larger business than any other State for the number of miles.

Q.—Do you consider the amount of tonnage taken, in the rate given?

A.—Yes, the amount would enable them to carry at less. I suppose they do it for that reason.

Q.—Did you look at the statutes on rates in the various States of the East?

A.—Not all of them, because there is not many that are regulated by law. I believe there are only two or three States.

Q.—Do you know of any fixed in this way by law per ton per mile?

A.—I do not know that there is any; I have not been able to find any.

Q.—You have examined the statutes for the purpose, and you find that generally the roads were left to manage their own business as they pleased?

A.—I find in most of the States that there were twenty to thirty different transportation companies, and they were roads that competed with each other, and they brought the trade at a price as low as they

could afford to carry it by the action of each other, so that there was no necessity for the law; and I do not believe that there would be any necessity for the law in the State of California if we had half a dozen transportation companies.

Q.—Is there any law to prevent a man from building a competing railroad?

A.—No, there is no law. The laws are liberal enough. They are thrown open to every man. The only question is whether a man could build one and live.

Q.—Do you consider the laws of the State of California more liberal than in the other States?

A.—I do not believe they are.

Q.—Then there are restrictions here and none in the other States?

A.—There is not this restriction, that each company can incorporate by the general law. In other States they must have a special law, and each road has special privileges in its charter, which, of course, California could not give. Of course the law of California is as liberal as any law in the United States with regard to companies constructing railroads.

Q.—How do you know that any of the railroads of these States are making a profit?

A.—I have never asked any, and I do not consider it any business of mine. I only take the increase of railroads, which is constantly going on—the constant growth in every State in the Union. There are new railroads building. If there was no profit they would stop, I take it for granted.

*By Mr. Wheaton.*

Q.—Is there any railroad, to your knowledge, that is making a profit?

A.—I can answer to that that I do not know, and I do not think any other man knows except the men who are in the business.

Q.—Where there are so many railroads running, some one ought to know of a dividend having been paid?

A.—The only conclusion we arrive at in the railroad business is, that it is a thing that is continually progressing and adding to itself, and goes on successfully.

Q.—Now, it is considered by many that those who build railroads do not derive any profit, and that it is only those who loan them money and take mortgage bonds that make the profit?

A.—Well I have heard it was a practice in railroad business, but I never engaged in it, and never investigated it.

Q.—But it is considered a bad business to engage in—to take stock in. Would you take stock in a railroad?

A.—Yes—as soon as in anything else. I have held stock; I did not lose anything by it.

Q.—What road was that?

A.—In one of the California roads. I owned some of the original stock in the California Pacific Road, and I paid twenty per cent, and threw up the balance of it.

Q.—You did not make much of it?

A.—No, sir.

*By Mr. Wright.*

Q.—With regard to the lack of necessity for laws in the other States from the fact of the numerous competitors, or different vehicles for the trade of the country, these different lines were not all built simultaneously? There was a time away back in history when there were none at all?

A.—Of course they were not built all at one time. Probably there was a first road in every State, and a second, and a third.

Q.—The other roads were built because the first was a paying institution?

A.—That is probably so. It is profit that tempts a man into every enterprise.

*By Mr. Wheaton.*

Q.—I take it that the roads are built for the purpose of developing the resources of the country, advancing the value of farms, and the people subscribed their money to them not in the expectation of deriving a profit from the earnings of the road, but to increase the value of their property?

A.—That is the view that the people have taken in almost all the States, and in almost all the States have built roads with aid from the county and State in some way, either by donation, or by securing bonds, or subscribing stock, and the people of the counties through which these roads have run have often sold them for fifteen and twenty cents on the dollar after the road has been constructed; and these roads being numerous in the States, after they were constructed the people had no reason to fear that there might be advantage taken of them from the fact that they had enough of them to insure at all times competition in business.

*By Mr. Stanford.*

Q.—There are several projected roads in this State at the present time, are there not?

A.—I do not know of any except what are in the hands of the Central Pacific.

Q.—Is there not a projected road from San Francisco to Los Angeles, by the Pacific?

A.—I believe there is, overland; I do not make much account of that.

Q.—It goes through a great portion of the State. Is there not also the Atlantic and Pacific Railroad projected from Saint Louis?

A.—Yes.

Q.—Is there not also one from the neighborhood of Saucelito to a point in this State?

A.—Possibly; I do not know that there is.

Q.—You have heard about Marin County giving a subsidy to this company?

A.—Yes; I began to know that there was such an act organized, but I did not know it was passed.

Q.—Is there not a road projected from Watsonville to Santa Cruz by some independent company?

A.—I believe there is a road some twenty miles in length.

Q.—Is not the California Pacific an entirely independent company?

A.—I do not understand that it is.

Q.—There has never been any consolidation?

A.—I supposed that there must have been some consolidation from the fact that the management of the Central Pacific Road have the management of both roads.

ASSEMBLYMAN ANDREWS,

Testified: I am not an expert in railroads. I do not know whether the rates fixed by this bill are correct. There are no railroads in Shasta County, in which I reside, except one in course of construction. I do not know the present rates of freight; I have had no freighting myself.

ASSEMBLYMAN BARKER,

Was called as a witness on behalf of the bill.

Question—Will you please state what complaints there are against railroad fares and freights in the county which you represent, and any other matters which you think would aid us in determining whether this bill introduced by Mr. Freeman would not be a hardship upon the railroads, and a measure discouraging to the development of railroads?

Answer—The chief complaint against the railroad with regard to freights are more in proportion to Dutch Flat than Colfax. I represent that section, more particularly Dutch Flat and Placer County. Now, in that respect the Nevada and Grass Valley folks say they have no complaint on that score. I do not know what they have there, but I know that in Dutch Flat and that locality in my county that the complaint is that freights are greater to Dutch Flat than it is to Colfax. Another complaint is, that recently the freights have been raised. For freights that were paying a dollar and six bits from Colfax to Dutch Flat, we are now paying four dollars.

Q.—The complaint is, then, that the freights have been raised lately?

A.—That is one complaint. Now, one particular article—of flour—has been raised to twenty dollars per ton, and it was only ten dollars a short time ago. I do not complain of it, but the people that are affected do so.

Q.—Well, then, the freights, you say, are too high upon the Dutch Flat Road; that is, the road between Colfax and Dutch Flat?

A.—I do not say that they are too high. The complaint is that they are higher in proportion. Dutch Flat is only about eighteen miles or thereabouts, from Colfax, and as I understand it (I am not positive about it), they, the railroad company, charge a certain rate on each division. One division ends at Colfax, and Dutch Flat being only eighteen miles further is on the next division—they charge the same rates east from there to Truckee (that is the other end of the division).

*By Mr. Stanford.*

Q.—Do you mean a rate per mile?

A.—No, the rates of freights there were differently arranged than by the mile. The freights are so much to Colfax, and then so much from Colfax to Truckee on the next division. From Colfax east to Truckee there is another scale. I think that is the way it is printed on the tariff.

*By the Chairman.*

Q.—Is there any difference in the cost of running the road from here to Colfax, and from Colfax to Truckee?

A.—Yes, I believe there would be some difference from Colfax to Truckee than from here to Colfax.

*By Mr. Bell.*

Q.—Do they charge so much a mile on flour from here to Colfax?

A.—No, the general tariff is regulated by divisions—not by the mile.

Q.—Do you understand that they charge by the mile to Dutch Flat for carrying general merchandize?

A.—No, not to Truckee. It is not regulated by the mile. It is from Colfax east, so much. The tariff reads in this way: say freights from Sacramento to Rocklin, or such a station, will be so much; from Rocklin to another station the rates would be so much; from one station to another, and not by the mile. That is the way I understand the tariff.

*By the Chairman.*

Q.—Do you think your people demand that the rates should be fixed at the same rate per mile from Rocklin as it is from here to Rocklin.

A.—Well, they would demand that the rates be fixed regularly by the mile. Of course, on certain portions of the road. I understand that the road cannot be operated on a high grade as successfully and cheaply as on a low grade, and I know that the people as a general thing understood that to be so. There is one thing they complain of at Dutch Flat: that is, that beyond Colfax to Dutch Flat they do not get into any trouble with snow, etc., till after they pass Dutch Flat. The snow that falls below Dutch Flat does not amount to anything, and the people there think they are entitled to just as much consideration as they are at Colfax. Well, of course after you pass Dutch Flat then you begin to get into snow and heavy grades.

*By Mr. Stanford.*

Q.—Did you ever notice the grade running between Dutch Flat and Colfax? Did you ever look at the slide there?

A.—That slide is something I never thought anything about.

*By Mr. Stanford.*

I presume since that slide there has existed it has cost more than five times as much as all the freight that has passed to the people of Dutch Flat since the commencement of the railroad. If that was a local road it could not be supported.

*By the Witness.*

I am satisfied on one thing with regard to the road—that if the road ran no further than Truckee, that for the amount of travel there is on the road they could not afford to run it. I understand this: that the people who are living at the bay of San Francisco are entitled to the convenience of living there; that the people in Sacramento are entitled to the privileges they get here; and the people in the mountains, if they prefer to live in the mountains, must pay the expenses of getting up the mountains. That is my idea, and I do not pretend to say that the company can run that road over the mountains as cheap as they can run the



road from here to San Francisco; and for that, I do not know that they can run the road from here to San Francisco as they are running it now. The law is now, that ten cents per mile is all they are entitled to charge on freight. They do not charge over seven cents per mile to Dutch Flat and Placer.

I think, however, if passenger fares were less to Dutch Flat—say three dollars instead of five dollars—that they would be enabled to make double the number, and to make the same amount of money in the end. I know the merchants there, and a great many of them send to San Francisco and Sacramento to have their goods purchased by commission; whereas if they could go at a reduced rate a great many of them would go down by the cars.

*By Mr. Stanford.*

Q.—How much does it cost to go from Colfax to San Francisco?

A.—I do not know. From Dutch Flat it costs nine dollars to San Francisco.

Q.—That is about how many miles?

A.—It is sixty-seven miles from here.

*By Mr. Wright.*

And one hundred and thirty-eight from here to San Francisco. That makes over two hundred miles—two hundred and five miles.

*By the Witness.*

That is four and a half cents per mile—that is, from San Francisco; but from Sacramento to Dutch Flat it is more in proportion. It is double from here to Dutch Flat than what it is from San Francisco, in proportion to the number of miles.

*By the Chairman.*

Q.—Well, do you think it ought to be the same, when the evidence before you shows that it costs five times as much?

A.—No, I would not have it the same; I do not think the railroad company can afford to run for the same. I think perhaps a slight reduction would work beneficially to the people, and I think it would be beneficial to the company. I do not know exactly the cost of running, but I am satisfied that it would cost a great deal more to run that road there, because I know from Rocklin we want another locomotive (that is, on the passenger train), and as to freight trains, of course they would divide up into three or four trains.

*By Mr. Wheaton.*

Q.—What does it cost from Dutch Flat to Sacramento?

A.—I do not know, but I believe it is about ten dollars from Dutch Flat to Sacramento. I have an impression that it was about nine or ten dollars from Dutch Flat.

*By Mr. Ellis.*

Q.—And then how much do they charge from here to San Francisco?

A.—It used to be five dollars, and now I think it is four dollars.

*By Mr. Freeman.*

Q.—Is the business done by special trains, or is it done by overland trains?

A.—As I said before, I do not think that there is sufficient travel between here and Truckee, between here and Colfax, and between Colfax and Truckee, for a railroad to operate for the people that travel on that road, but having the through trains east and all the passengers coming on those trains, they have an advantage.

*By Mr. Stanford.*

Q.—All we receive from Nevada and Placer County during the year would not keep the road clear for a month during certain months of the year?

A.—During the year there are three months that you are troubled in that way, but the other nine months, of course, it is clear.

Q.—Do you suppose any rates of fares can be arrived at by the committee which will compensate the railroads, say the Western Pacific or California Pacific, during such a Winter as this?

A.—Well, yes; I think if the California Pacific had been built in a substantial manner when it was first built that this would not have happened.

Q.—Now, we have no railroad at all; if we should go to work and fix a rate of fares on the California Pacific, would it not discourage the rebuilding of that road?

A.—Well, I do not know; I think that the passenger travel and the freight the first two months after that road was opened would pay for all the expense of fixing it.

*By Mr. Bell.*

Q. The freight from this city to Dutch Flat, according to that bill, should be three and one half cents per ton per mile; do you consider that a fair price?

A.—As I understand this bill, they do not make any provision for heavy graded roads. I think that a provision should be made for the graded roads. I do not think that the people of Sacramento or the people between here and San Francisco should be made to pay for the inconvenience of the people that live in the mountains. That bill would perhaps meet my views in regard to level roads; but my impression is that a greater price should be made for graded roads. That is my opinion, because I know it costs more. As I understand it, a road one hundred miles long, with a grade of twenty feet to the mile—suppose you spend five million dollars to produce that grade, of course it costs more to operate it; and I know something about the extra cost of running a graded road, and I am satisfied that there should be a greater price for the Central Pacific road.

*By Mr. Wright.*

Q.—Your idea is that the tariff should bear some relation to the cost of building and operating the road?

A.—Well, the cost of building does not come so much into consideration as the cost of operating. The road is built; that is an end of it. There is so much money expended to build the road; but the cost of operating is a continual cost. An interest on the money for construction should be considered, of course; but the cost of operating is a different thing from construction.

MR. FREEMAN

Stated: My idea of the Central Pacific road is this: I regard it as a road started by the Government of the United States, and that with all freights transported over it the Legislature of California could not enact, only so far as the freights on the way stations are concerned, and I suppose that would be a very small percentage of their business. Now, in case any of the people in this mountain country say that they could afford to pay more on way freights, I have no objections to any amendment. That is why I have made no provision in the bill.

J. C. BRADLEY,

Was called as a witness on behalf of the bill.

*By the Chairman.*

Question—We desire to know, Mr. Bradley, in what respect the people of your county are oppressed by the present rates or charges of the railroads. What complaints do they make? What county do you represent?

Answer—Yuba County. I am under the impression that the people of the county I represent want to have the freights and fares reduced, from what I have heard.

Q.—That is hardly specific enough for us to act upon. What are the fares from Sacramento to Marysville? Do you consider them exorbitant?

A.—I am not speaking for myself at all. I am speaking for the people of my county.

Q.—Well, your constituents—do they consider them exorbitant?

A.—I am under the impression that they do.

Q.—Do you know what it is?

A.—It is six dollars per ton for freight, and five dollars and a half for fare from San Francisco.

Q.—How does that compare with what it was before the railroad was through there?

A.—How do you mean?

Q.—Well, say by the river?

A.—It was not so high.

Q.—Do you remember what it was at that time?

A.—Well, at that time the freights and fares were very low. When there was competition they were down very low, indeed; but the rate of freight most of the time was about six dollars per ton.

*By Mr. Ellis.*

Q.—What is the distance from Sacramento to Marysville, do you know?

A.—No, sir; I do not, exactly. I am not very familiar with the subject, not having been in that line of business. I have only my own opinion that I could give now, and that might not be correct. I came at the request of the Chairman of this committee, but I may state that I have no information that I can give that is of special interest to this committee.

*By the Chairman.*

Q.—This bill which we are now discussing is as to this fact: that for a certain distance the rate shall be so much per mile, and for another certain distance so much, etc., per ton, and so for fares. Now, you have no information which would aid us in determining whether these rates are correct or not?

A.—No; I have not.

*By Mr. Freeman.*

Q.—Do you know the charges of the California Pacific for freight from San Francisco before the Central Pacific had the management of it?

A.—I think four dollars per ton.

Q.—But that you do not say positively?

A.—No, sir.

Q.—I understand you have not been in this business at all?

A.—No, I have not.

ASSEMBLYMAN BERRY, from Sutter,

Was called as a witness on behalf of the bill.

Question—We wish to hear from each county what is the complaint there? What is the complaint in your county that you desire to have corrected?

Answer—Well, sir, I do not know exactly.

Q.—What county do you represent?

A.—Sutter County. I do not know that I have any statement that I can make that would be of any benefit to this committee; my opinion, as a matter of course, amounts to nothing, and I would not trouble the committee with my views, and I have little more; I have heard some complaints, but whether they are in fact or from just cause, I am not prepared to say; our county has had more to do with the California Pacific than any other road; the Central Pacific does not touch it at all; I am not an expert in the business.

Q.—Well, if there is no complaint made to us, we do not know what to amend?

A.—Do not misunderstand me, sir; there are general complaints against the railroad systems and monopolies, but whether they are founded in fact or anything of the kind I am not prepared to say.

Q.—There is no road running through your county except the California Pacific?

A.—No, sir.

Q.—What are the complaints?

A.—I said I had no facts or figures; there are general complaints, as

there are in other counties, but I am not prepared to say whether I can back them up; my opinion in regard to the matter amounts to nothing.

Q.—We would be very happy to hear anything that would be of any service to us in our investigation?

Gen. P. BANNING, of Los Angeles,

Was called as a witness on behalf of the bill.

*By the President.*

Question—Will you please give us your views with reference to the operation of the present railroad law in your county?

Answer—Well, I may particularly state that I am connected with the railroad from Wilmington to Los Angeles, in our county, to a certain extent. It is a short road, twenty-one miles in length, and if we are compelled to charge the fares and freights according to the price mentioned in the bill, we certainly would have to stop the railroad. We have some little light freight upon it that pays us enough. I have not paid any attention to the law heretofore. We charge for grain and produce manufactured there, to give encouragement to trade, for about twenty-six miles, two dollars and fifty cents per ton. We do not make anything out of it, and we are as willing for it not to pass over the road as otherwise; on grocery, we charge five dollars, and for very light freight we charge four dollars per ton by measurement; that includes storage and everything; it is four dollars for forty feet; in some cases it might amount to as much as thirty or forty dollars per ton by weight.

*By Mr. Freeman.*

Q.—This rate of two dollars and fifty cents, then, is a little less than ten cents per ton per mile?

A.—Yes; but this is only on grain and certain things, and we do not care whether we carry these things or not. The freight is very low, merely to encourage the country. For nearly all our other freight we get five dollars per ton. There is not a grade over twenty feet to the mile, and no tunnels, bridges, etc. It is quite as cheap as we can do it.

Mr. BINNEY,

Was called as a witness to give some information in reference to the management of the affairs of railroad companies.

Question.—From your experience, Mr. Binney, in railroad matters, would these rates of freight and fares fixed by these bills work any injustice to the railroad companies, or any of them, supposing it should be made to apply to every railroad company to which the laws of the State of California will apply? Can you give any evidence that will show this injustice, if any?

Answer.—With reference to my own road the effect of that bill would be to close it.

Q.—What road do you represent?

A.—The California and Oregon Railroad, from Marysville through Oroville.

Q.—What elements of information are necessary to be understood by us in order to regulate the freights and fares?

A.—Well, you must understand the working, the cost of manipulating each road, and that can only be ascertained by reference to the road itself. I know in reference to my own road that the working cost is down to a very low figure, to a very minimum—that it cannot be reduced any lower, and yet I do think that the rates I charge are just about double these prices. I know that we are working the road as cheaply as it can be worked, and although we charge double prices named in those bills, the road barely sustains itself.

Q.—Has the length of the road anything to do with regulating the freights and fares?

A.—Yes; the longer a road is, of course, the better it can be managed in this country. It seems to me that those rates could only apply over a country wherein travel and freight is enormous. If a road had all the freight it could carry over a level country it could sustain itself well at these rates; but the limited amount of freight and passengers here is limited excessively. On my little road I could carry ten times the amount of material I get with but little additional cost; but it's not to be had; the passengers are not here to travel, and the freight is not here to move.

Q.—Could you carry more freight and passengers at the same cost?

A.—We could carry more at a reduced cost. It will be manifest to you that a car running full would cost very little more than if it were empty.

Q.—Has the kind of freight anything to do with the regulation of the rates of freight—that is, whether it is raw or manufactured?

A.—The more perishable and costly an article is and the more easily damaged it is, the more the freight should be, because there is so much more to pay for it if it get damaged.

Q.—Well, is that a proper element to be considered?

A.—Oh, yes. A man could not carry a buggy for the same price as so much iron.

Q.—Has the population along the line of the road anything to do with it?

A.—Very much, indeed.

Q.—Has the character of the road?

A.—Yes, sir. As, for instance, over my little road I have very small engines. The Central Pacific Railroad, running over the mountains, has enormous engines. My little engines run light on the track; do not tear up the track as their's do; yet I very much question whether my little engines would not carry, pound for pound, as many tons of freight as their's.

Q.—Can you carry freight cheaper than they can?

A.—I mean to say that the same motive power will carry a good deal more freight over my road than over their's; yes, more than twice as much.

*By Mr. Stanford.*

Q.—What is the maximum grade on your road?

A.—Forty-six feet to the mile; but the mass of my road is a very light grade.

Q.—Do you make up your trains with reference to this forty-six feet?

A.—Yes, we have to. I do not know how many cars you could take over your road. I suppose one of your heaviest engines would take ten

or eleven cars loaded. Now, I can take just as many with my little engines as you can with your fifty or sixty tons engines.

Q.—Can you take it over that forty-six feet grade?

A.—Yes, sir.

Q.—Has climate, snow, etc., anything to do with the cost of running the road?

A.—Why, of course it has. Everything of that kind obstructing the road increases the cost of working enormously.

Q.—Now, how can we go to work and fix a schedule of freights here which will be applicable to every road in the State. Can you tell us?

A.—I do not know that I could, sir, because there are some roads that are running over the plains that require but little work to manipulate them. My road runs over a comparatively level country, not having trouble with snow, and not much trouble with water, and of course the expense of manipulating that would be a vastly less figure than the cost of running a road that runs for a number of miles at an enormous grade. I do not know how many miles the Central Pacific has to run with that disadvantage; but it has for a long way a tremendous grade up, and it costs as much for getting down as for getting up.

Q.—Then you consider the question of grade of the road as a very material element in fixing the rates of freights and fares?

A.—Yes, I do.

Q.—And you think if we were to adopt this schedule and apply it to your road that it would result in the stoppage of your road?

A.—Yes, sir; I do not see how we could maintain it at all.

Q.—Have you any suggestion to give us by which we can fix a schedule that will apply to all the roads in the State?

A.—No; unless you find out the cost of manipulating the most expensive roads and fix the rate according to them.

Q.—Then you would be willing to take that for the least expensive?

A.—Oh, yes.

*By Mr. Brown.*

Q.—I understand you to say that you barely make expenses?

A.—Yes, sir; the road is making nothing now. It arises from the want of population; it is paying less and less every year; it paid more the first year than it has ever paid since.

*By the Chairman.*

Q.—Do you consider it a matter of business policy to adopt an inflexible schedule of freights on your road, that shall apply both ways and for long and short distances?

A.—No, sir; I take the policy on my line that makes the most money I can get.

Q.—And the most business?

A.—Yes, sir. If I were to do that it would be a very ridiculous policy; it would injure us. I try to find out how things stand, and base my charges on them.

Q.—You endeavor, then, to encourage business?

A.—Of course, that is the policy of railroads.

Q.—You think if we fix any inflexible rate that it would have the contrary effect?

A.—I think so. Of course all railroad men want to bring business to

their roads, and they would not charge a freight upon an article that would prohibit its being shipped; it works against their own interest.

Q.—There is another bill here that fixes the rate at five cents per mile for each passenger transported; would that be any better?

A.—That is not as good sense as the other.

*By Mr. Freeman.*

Q.—The bill has reference more particularly to that class of goods that weigh more than they measure; could you take them according to the bill?

A.—We weigh everything except furniture, and buggies, and such things; we take them by the piece at an estimated tariff.

Q.—Now, for a distance of twenty-eight miles what are your charges on heavy goods?

A.—Our charge is three dollars per ton and two dollars for passengers?

Q.—That is the through rate?

A.—Yes, that is the through rate; that would allow about one dollar and fifty cents according to your bill.

Q.—Yes; that would be allowed on goods that weigh more than they measure—on goods that are measured; it would allow four dollars and fifty cents on some kinds of goods; the highest is four dollars and fifty cents according to that bill.

*By Mr. Wright.*

Q.—What is the cost of moving goods from Marysville to Oroville amount to?

A.—It varies from two cents to sometimes five cents.

Q.—What was the cost of transporting passengers by the stage line before?

A.—It used to be five to six dollars each.

*By Mr. Stanford.*

Q.—What is the extent of your experience in railroad business?

A.—Well, I have been in the business about eight years.

Q.—Are you a railroad engineer by profession?

A.—Yes, sir.

Q.—Are you advised as to the rates charged on Eastern roads for freight?

A.—I am not now familiar, sir, with the rates charged in the East—with their tariffs.

Q.—From your experience, is it possible to fix an arbitrary rate that shall be applicable to all kinds of freight?

A.—I do not think it is, sir.

Q.—Can you fix a rate for one road that shall be applicable to another of a different character—to its business, the amount of business, its grades, its cost, the climate, etc.?

A.—No, sir; that is, to make it equally just for all.

Q.—Is it a fact that one road may run at a profit for a much less rate than another could afford to operate for at all?

A.—Yes, sir.



A. N. TOWNE,

Was called as a witness by the committee.

*By the Chairman.*

Question—What is the extent of your railroad experience?

Answer—I have been in the business nearly eighteen years.

Q.—In what part of the country were you?

A.—Mostly in Illinois; two years and a half in California.

Q.—You are familiar with the roads of this State?

A.—I am.

Q.—What roads are you Superintendent of?

A.—The Central Pacific, Southern Pacific, California Pacific, San Francisco and North Pacific, Stockton and Copperopolis, and Stockton and Visalia.

Q.—Now, then, will you give the elements of information necessary for the committee to understand in order to fix an arbitrary rate of freights and fares, according to the scheme laid down in the bill?

A.—I do not regard it possible to arrive at a fixed mileage rate for freights and passengers that would be applicable to all roads in this or any other State. While we might arrive at something that would apply to certain roads or certain sections, it would not do for others. It has been for many years a subject of study on the part of managers of all the leading roads to arrive at a just and equitable tariff. Coal, rock, marble, granite, sand, gravel, or anything of that class must be moved cheap or not at all. The same may be said of grain, lumber, and wood. Merchandise, among which are classified many things, such as wearing apparel, light milliners' stock, etc., and light and bulky articles upon which large profits are realized, higher rates can and should be charged upon without working injustice to any one. A milliner doing a business of twenty thousand dollars per annum might not have a stock weighing five tons, and perhaps not over three tons.

*By Mr. Stanford.*

Q.—Mr. Towne, what is the general policy in regard to moving freights on the roads of which you are Superintendent?

A.—It has always been the policy to make the rates at the lowest possible figure, to encourage and develop the industries of the country. From some points certain classes of goods can be moved lower than from others, owing to the grades. On other portions of the road, where it costs five or six times as much to do the business, the company should certainly have more for that portion of the business.

Q.—But is it not the general policy to take any freight that is offered at the mere additional cost consequent on its removal, if it cannot stand a higher rate, sooner than not to take it?

A.—It is, sir; even down to so low a figure that we feel there is no margin left.

Q.—Do the railroads generally regulate their rates by classification?

A.—Yes, sir; that seems to be the most simple and convenient plan that can be arrived at.

Q.—Do they usually have two Conventions of Freight Agents per year?

A.—They have held Conventions, I think, for over twelve years, for

the purpose of classifying and arranging freight tariffs, with the ability and combined wisdom of the General Freight Agents, many of whom have been brought up in that business. They yet are unable to arrive at a classification that is equitable and satisfactory to all the representatives that meet in council; and they adjourn from time to time without having fully accomplished the object.

Q.—The various classifications extend to thousands of articles?

A.—Yes, sir.

Q.—Brooms at one rate, sieves at another; leather, loose, at one rate, and if boxed, etc., at another?

A.—Yes. Many articles are brought to the railroad companies in a condition unfit for transportation. They usually make a difference in favor of that class of goods that are well and securely packed in boxes, where there is no danger and no possible chance of breakage. These are classified lower than those that are unprotected and liable to injury while in transit.

*By Mr. Freeman.*

Q.—Is it not the custom for light goods to be charged according to the room the articles fill up?

A.—Not by rail. Years ago, when railroads were first operated, they took up the river and ocean system, which was afterward discarded from the fact of its impracticability, and adopted a classification which puts certain goods in the proper classification. The river mode of transportation in all countries is to charge by measurement. To illustrate: the chairs and other furniture in the room would not weigh, perhaps, over five hundred pounds, but it would nearly fill a car, hence we would arrive at the proper charge to be made by classification.

Q.—If the car would carry ten tons of such freight, it would carry forty tons of first class freight?

A.—Is it the space you refer to?

Q.—Well, would not the freight be as valuable as forty tons of first class freight usually in any country?

A.—No, sir, I think not.

*By the Chairman.*

Q.—Do you know why the roads have discarded the measurement and adopted the classification?

A.—Yes, sir; it is very difficult to find any two men that will arrive at the exact measurement on the same article, but there would be no difficulty in arriving at the exact weight and in fixing a rate upon them. Hence the shipping agent or receiving agent are not as liable to make errors. With the large amount of business done by railroad companies, especially those in the east, it is very important that they have everything systematized and working in the most complete and thorough manner.

Q.—Do you know of any railroad that does take goods by measurement?

A.—No; I do not think of any.

*By Mr. Stanford.*

Q.—Is there any reason, Mr. Towne, why it is necessary to charge a

rate on some goods higher than by mere measurement, as by ship? For instance, carboys of nitric acid do not measure more than forty feet to the ton, yet we could not afford to take them as we should take a block of granite?

A.—No, sir; but we arrive at that by taking it at its exact weight and classifying it high or low, as the case may be. It might be once and a half first class, or twice, or three times, perhaps. Bandboxes, I think, are classified in nearly all tariffs three times first class.

Q.—If you were to adopt the system of measurement, some goods are more risky than others, so that measurement would not be a just way of arriving at it?

A.—What would be deemed as fair for one kind of goods would not be applicable to others.

*By Mr. Wright.*

Q.—Do you ship gaspipes at so much per ton? Do you ship stoves at the same price?

A.—Stoves are not classified the same as gaspipes. It is hardly probable that we would damage gaspipes in transit; being of that class of freight like brick and stone, it may be roughly handled and not damaged. Stoves have to be handled with great care; the plates and castings are very thin, therefore liable to break.

*By Mr. Stanford.*

Q.—Mr. Towne, what is the difference in the number of cars that will go by the same engine over a level road, with grades not exceeding twenty feet to the mile, compared with grades of one hundred and five to one hundred and sixteen feet to the mile? What is the proportion of cars it can move on a level track in practice?

A.—From six to seven times as many. In other words, we can take from Sacramento to Roseville Junction or Rocklin fifty cars, or perhaps sixty. At Rocklin we would have to divide them up, as nine is the extreme limit our largest engines can take over the mountain grade.

*By the Chairman.*

Q.—How far will it take nine cars up the mountains?

A.—To Truckee.

Q.—In practice, do you send the same engine over, or do you have other ones?

A.—Our practice is to send one engine from here, and divide up the train from Rocklin. The engine that leaves here goes through, coupling on another at Rocklin, taking about fourteen cars, which is a load for two engines, although they can take up eighteen; but if the train is long there is more danger of its breaking in two. Other engines follow with another train, until all are taken over.

*By Mr. Stanford.*

Q.—As a matter of fact, one of our ordinary engines can take forty-five to fifty loaded cars to Rocklin. Now, if forty-six cars had gone up from here to Rocklin with that engine, how many of those similar engines would be able to take up the forty-six cars?

A.—It would take six, or we would be obliged to leave one car behind for a following train, as it would be one more than we could take with five engines.

Q.—One engine would not take ten?

A.—No, sir.

*By Mr. Freeman.*

Q.—What proportion of that freight is for the way places in California?

A.—Do you refer to the amount within the sixty-six miles?

Q.—Yes; what portion is California goods and what overland?

A.—A mere fraction of it is local freight. The amount of business between Rocklin and Truckee is very small as compared with other portions of the line. I cannot give you the exact figures.

Q.—The principal amount is overland?

A.—Yes, sir; the earnings are very light on the sixty-six miles. I do not think it would exceed two hundred and fifty thousand dollars per annum. All the overland, and Utah, and Montana business passes over that portion of the road. Our operating expenses on that sixty-six miles are enormous; think I am safe in saying over one million dollars per annum, or five times greater than it is on the level portion of the road. As an illustration: if our operating expenses for last year were four millions, it would take over one fourth of that amount to operate the sixty-six miles of road.

*By Mr. Stanford.*

Q.—For how many miles of road?

A.—For one thousand and forty-five miles.

Q.—Well, Mr. Towne, a road of one hundred miles with grades of one hundred feet is equal in operating expenses to how many miles of level road?

A.—I think I am safe in saying five times as much; the track and track service would be more than five times as much, I think nearer six; Mr. Binney, I think, remarked that on heavy grades it cost nearly as much to get the train down the grade as to get it up; I am inclined to think that the expense is greater; they do not use steam on the down grade, but the constant application of the brakes wears out the wheels and track very fast; I believe from accounts which we have, which are somewhat imperfect up to this year, that our wheels are not running more than one half the number of miles that they do on the roads in Illinois. When the brake is set the wheel is very liable to slide, especially if the rail is wet from snow, rain, or frost. The moment it slides it wears a place in it making it flat, or out of round, so as to require a new wheel. The average life of a wheel on the Central Pacific road is less than one half what it is on some of the level roads in the East.

Q.—Does the same thing apply to rails?

A.—On the heavy grades it does.

Q.—Did you ever have a wheel taken out with the age marked upon it?

A.—Yes, sir; we know the number of miles run by every wheel taken out.

Q.—Did you ever have a wheel that ran the ordinary distance on this road?

A.—No, sir, I do not know that we ever did.

Q.—I mean the wheels on the freight and passenger cars?

A.—No, sir, not where the brakes were applied. Our wheels under the express cars and in the trucks under the engines usually were much better from the fact that brakes are seldom applied to them.

Q.—Now, Mr. Towne, I want to get at this—whether, considering the cost of maintaining and operating the road through the mountains, we do not do the business lower in proportion than we do it in the valleys?

A.—We do. It costs us three times as much to operate that sixty-six miles of road as we receive for its portion of the business.

Q.—That portion of the road, if taken by itself, could it be maintained at all?

A.—No, sir, it could not.

*By Mr. Wright.*

Q.—I believe these heavy grades are all in the State of California?

A.—Yes, sir, the heaviest grades are in California; we have very few heavy grades west of Rocklin.

Q.—On what proportion of the road do we charge the maximum rate on any class of goods?

A.—From Colfax to Truckee.

Q.—You do not charge through passengers the maximum rate from Colfax?

A.—No, sir, a passenger leaving here does not pay the full maximum rate the entire distance. Freight starting from here going over the mountains does not pay the maximum rates. If freight originates within the sixty-six mile limit, or say at Colfax, and goes to Truckee, it pays the maximum rate.

*By the Chairman.*

Q.—I understand you to say that you charge the maximum from Colfax to Truckee for freight originating there, but suppose it originates at any place on this side of Colfax?

A.—Then it has the benefit of the lower rate, which, divided by the miles, would bring it much below the maximum.

*By Mr. Stanford.*

Q.—How do the rates charged in this State compare with the rates charged on Eastern roads, to your knowledge?

A.—Even on the sixty-six miles spoken of, we are charging less per ton per mile than is charged on roads in Illinois; and I think in nearly all the United States for short distances.

Q.—Have you examined the freight tariffs of most of the roads?

A.—Yes, sir; nearly all the trunk lines in the United States.

Q.—Have you ever found one that on all classes of goods for all distances does not charge more for some classes of goods and some distances than the maximum allowed by law in this State?

A.—No, sir; I do not know of any.

Q.—Can you state positively that the freight tariffs that you have

seen all manifest the fact that they charge more than the maximum rate allowed by law in this State?

A.—Yes, sir; I can.

Q.—Is it not necessary, to cover the cost of handling and transportation for some things, that there should be a higher rate adopted?

A.—It is necessary, in order to operate the road with a view of increasing all industries.

Q.—As a matter of practice, assuming that you load a car of goods, it wants to go ten miles. Now, as a rule, will that car switch there or go on probably to some other station at the end of a division and thence be taken back?

A.—The probability is that it would go on to the end of the division.

Q.—If that freight was to come ten miles at the maximum rate allowed by law, would that compensate the company?

A.—No, sir.

Q.—If you have but one horse, how much space does it occupy?

A.—It usually takes an entire car.

Q.—Often times?

A.—It is very seldom that we ship a horse with any other freight, on account of the damage that might arise from it.

Q.—He is certain to have half a car?

A.—Yes.

Q.—Would the maximum rates allowed by law compensate the company for this?

A.—No, sir.

Q.—Would the maximum rate allowed by law compensate them for moving nitric acid?

A.—No, sir; I do not think the money we have received for transportation of nitric acid would pay for one half of the cars it has damaged while in transit.

Q.—Well, are there not many kinds of goods at the present maximum rates allowed by law that will not compensate the company?

A.—Yes. I may add, referring to the sixty-six miles, that we are not charging the maximum rate for all goods on that portion of the road. Lumber, staves, headings, wood, and other freight of this class from the Sierra Nevadas are transported at the lowest minimum rate; otherwise it could not be moved. People along the line would be unable to market their products, and would have to move away, as their occupation would be gone.

Q.—For all freight that is moved over that portion of the road, about what are we getting?

A.—I do not know. I do not think it would average more than three cents per ton per mile, perhaps not over two cents.

Q.—Do we not move freight over the mountains, that starts at this city and goes beyond, for a cent a mile?

A.—Yes. I think there are some kinds of freight that we move for about one cent per mile.

Q.—Coal?

A.—Coal is a fraction higher.

Q.—Is not coal brought from Ogden to San Francisco at eight dollars per ton? What is the distance?

A.—Yes. I am in error. That is a fraction less.

*By the Chairman.*

Q.—I want to know from Mr. Towne whether it is practicable to introduce this rule in fixing a rate of freights "Provided that in estimating the number of tons of freight of articles not usually weighed, the estimated weight shall not be greater than as follows: for all case goods, furniture, and machinery, not less than forty cubic feet shall be estimated as one ton," etc., (reading from the bill). Now then, is it practicable for you to introduce this rule into your business so as to make it of any benefit—so as to increase the rates of freight on certain articles?

A.—If I understand it correctly, so far as live stock and lumber is concerned it is practicable; but with regard to other freight I do not consider it as practicable.

Q.—Are there not some localities in which, if you should charge such freights as these and according to this rule, it would amount to a prohibition?

A.—Yes, sir, there are.

Q.—That is your experience?

A.—Yes, that is my experience.

Q.—From your business experience on railroads, I want to know if it is practicable to apply measurement to your business on railroads?

A.—No, sir.

Q.—Is it because of the exchange between railroads?

A.—That is one reason. To illustrate: should we send freight to the Union Pacific Railroad at Ogden, classified under the system of measurement, they would not receive it, but would classify it according to Eastern classifications, which would change the rates all through. The result would be that merchants here would not know what their goods were to cost them until they were received. Under the system of classification we can tell the merchant in New York or San Francisco what the rate of freight will be.

Q.—Then we would be adopting a rule which does not exist in the United States?

A.—Yes.

Q.—Now, what elements of information are necessary to be understood to make a table of rates of freights for any road, so that it would apply to any specified road in this State?

A.—You should have a general knowledge of the transportation business and its bearing on the community through which your several lines would pass, together with a knowledge of the various industries and the demand there may be for the products of the country through which the roads are built. All these things must be taken into account, together with the cost of construction and expenses of operating the roads and the wants of the community, which may be large and increasing, even in a sparsely settled country. The public demand seems to require of us prompt dispatch of freight and the most approved and best passenger equipment; and up to the time the overland train was run via Vallejo we ran four daily passenger trains each way, together with a first class steamer between Sacramento and San Francisco, although one train per day would have carried all the passengers.

Q.—If we should restrict you to a schedule, could you afford to run the four trains?

A.—No, sir; we would have to take off many of the trains.

Q.—Now, do you know any road in the United States, of the same

length, that we could take as a criterion to fix rates for any road that you can name in this State?

A.—No, sir, I do not. I have just returned from below Bear Creek, in the San Joaquin Valley, and after leaving Modesto I do not think there were six houses to be seen in the forty-odd miles; you cannot go in any place in the State of Illinois and travel the same distance by railroad without seeing six hundred houses. There are many small farmers and they each have a house, and are all contributing business to the railroads, while here we have landholders that have many thousands of acres, but no one has settled on their land nor is it very generally cultivated.

*By Mr. Barker.*

Q.—Do you think that in the sparsely settled districts it is beneficial for the land to be held in such large tracts, or do you think it detrimental to the interests of the State?

A.—I regard it detrimental to the best interests of the State. Many of the large landowners will sell off their land as the railroads are built; they will be sold out in small lots and the land will be all cultivated as the railroad will open up the country and move their products to market.

*By Mr. Stanford.*

Q.—Is there any road in the United States that costs so much to operate as the Central Pacific?

A.—Probably not; I do not know of any in the world.

Q.—Is there any railroad in the United States that has not got more population and business along its line of road?

A.—I do not think there is; even the Panama road, I believe, has more population to each mile of its road.

*By Mr. Wright.*

Q.—I would like to ask you if on the various roads in the State under your management, in creating and fixing the prices of fares and freights you endeavor to have them bear a direct relation to the cost of construction, cost of operating the roads, and the amount of business done?

A.—It could not be so. If we were to do that the rates on some portions of the road would be prohibitory. Many goods could not be moved that now find a market. We are daily receiving letters and visitors whose sole business it is to talk up and arrange for the transportation of certain goods and a new article of commerce that there would be no market for except at a very low tariff; hence it is for us to decide whether it is wise to offer a low rate and take it to market, or decline and thereby paralyze to a certain extent the business contiguous to the road.

*By Mr. Barker.*

Q.—The fare to Marysville from Sacramento is two dollars and a half? The fare from Sacramento to Sheridan is two dollars and a half?

A.—I believe it is, if I remember right.

Q.—Well, now, the fare from Marysville to Sheridan is one dollar and a quarter. Now, why is it that it costs a dollar more to go from Sacramento to Marysville and stop over night than it does to go right through?



A.—Because a railroad company cannot afford to take you on many times and take the chances of paying for a broken limb for the same price as they could take you through at one sitting. If a passenger gets on here to-day to go to Red Bluff and wants to stop at every station, he pays more for a ticket from station to station than he does to pay through, because we handle his baggage at every station and are liable for losses and damage of the same; also, for personal injury to passengers.

*By the Chairman.*

Q.—Does it cost anything to stop a locomotive at a station?

A.—I once heard a gentleman of large experience in railroad matters say that it cost, according to his judgment, not less than one dollar to start and stop a train of cars.

Q.—Taking the road, now, from Oakland Point to Brooklyn, I understand they stop there perhaps two hundred times per day. Do you consider that any extra wear?

A.—I do, sir. The expense for repairs of the locomotive and the cars upon that line is very large, and the rails have to be repaired much oftener than on other portions of the line.

MR. J. JOHNSON

Was called as a witness by the Chairman, and requested to give any information on the subject of railroads that he might be possessed of.

#### STATEMENT OF WITNESS.

I have had charge of the Sacramento Valley road for about five years. I have never had any other experience in running roads. I have had some in building in the Eastern States many years ago.

The question was asked whether a law could be applied practically to our railroads here in this country such as that that has been read.

I think it could not; no, sir. I do not think that the roads I manage could be run at all under that arrangement for a rigid rate. We have a maximum rate, and I do not think we have a minimum rate at all. We have gone upon the plan of moving every pound of freight that was offered, somehow, at the price the owner could afford to pay. We have found it so in our country. I suppose there may be one person (man, woman, and child) to every two square miles, except in the towns where the roads end. There is no practical traveling on the roads. One would wonder where they got any business. They find clay, and they find cheap ores; they find a number of things which can be moved at a very low rate; some lumber, some hay, and these make up the principal part of our business. Our maximum rate is thirteen cents per ton per mile, and the average is about four cents. We move clay at about two cents. The road is forty-nine miles long.

*By Mr. Freeman.*

Q.—You do not charge at any place more than that bill calls for?

A.—Our maximum rate for passengers is eight cents per passenger per mile. We commute over the road at half fares for every one that wishes, selling them ten fares at one time, so that we meet the wants of

the people. We are obliged to haul a great deal of dead weight, because there are not sufficient passengers to make even a carload a day. Our grades are, as I am informed, nine-y-five feet to the mile. I never examined them, but I find that a fifty-five ton engine cannot with anything like ease draw more than eight cars. We can haul fifty cars on level ground with the same engine as we haul eight cars with on the grade, with the same ease. Our rule is seven cars; we do not tax the engines to their full extent. If we were not allowed to charge on some kinds of goods that would bear it we should not be able to run at all. We are obliged to move lumber, for instance, at very low prices. We move it forty-nine miles at fifteen dollars per carload. That has been the price for five years for common lumber.

*By Mr. Freeman.*

Q.—How many feet go to the car?

A.—Five thousand feet is a load.

Q.—Is it dry lumber?

A.—Not generally; they do not stack it up in that country; it is wet lumber.

*By the Chairman.*

Q.—What would be the effect of adopting this rate?

A.—We had better take up the iron.

Q.—Could you not pay expenses?

A.—We could not begin. We can barely on the other road make our working expenses from Folsom to Shingle Springs. If the road was given to any one and they were obliged to run it at the present business it would be a loss to them, at the present rates.

*By Mr. Stanford.*

Q.—It is of consequence as a feeder to other roads?

A.—Yes, to the road to San Francisco.

*By Mr. Bell.*

Q.—What is the average number of passengers passing over your road per day? is it five hundred per day?

A.—I think it might be fifteen—could not average more than ten to fifteen—to each train.

Q.—What is the fare?

A.—The fare to Shingle Springs is four dollars.

Q.—Are some of these commuters?

A.—Yes, a very large number; sometimes every person on the train is a commuter.

Q.—Suppose we gave you these rates of freights and fares and gave you the privilege of conforming to that rule as to measurement, would it help you to make money on that road?

A.—No, sir; because there are many things that will not bear to be measured. We could not move them if we had to charge the price of the measurement per ton.

*By Mr. Freeman.*

Q.—What class of goods are they?

A.—Hay, for instance.

Q.—Can you fix any rate that you can charge both ways on the freight there?

A.—No, sir; not to operate that road or any other road that I have ever known.

Q.—That is your opinion, derived from your experience in latter years?

A.—Yes; I have known goods to be measured in early times, but not latterly.

*By Mr. Wright.*

Q.—From what point on the road do you ship hay?

A.—We ship hay from Sacramento up, and from Saulsbury's and White Rock down—up and down.

Q.—What number of miles do you ship hay?

A.—For the past two years we have not sent any to Shingle Springs. Formerly we used to send it through—forty-nine miles.

Q.—At what rate?

A.—We never exceed thirteen cents per ton per mile. A box car will hold about three tons of hay, and it weighs nine tons of itself. You see how much dead weight we have to carry.

*By the Chairman.*

Q.—Do you charge the maximum rates?

A.—No, sir; a man may come and say, "I can send this freight if I can get such a price, but not otherwise." For this reason, that we want to make business on the road, we propose to help the people, in order that by and by we shall get something more.

Q.—How much of your road is what you call heavy graded?

A.—The hard portion is from Folsom to Shingle Springs; it is about twenty-six miles; there is some of that, now and then, that is down grade.

Q.—Now, from your experience in managing railroads, is it possible for us to arrive at any arbitrary rate of freights which shall govern the charges on freights upon all roads in the State?

A.—I think not.

Q.—Well, can you fix an arbitrary rate for every road? Suppose we have several rates of freights to apply to different classes of goods, can we then fix it so that it will be applicable to every road?

A.—If you had wisdom enough to know of every kind of business that was being done on that road, of all the circumstances that would occur during the time this law would remain upon the statute book, you might; but it would seem to me impossible for you to know the circumstances of each shipper of each kind of goods; there are many kinds of goods being brought by rail; some will bear to be brought at a very low freight—one cent or two cents—and some more.

Q.—Can we fix a rate of freights which will apply to all goods?

A.—I think not.

Q.—Suppose we should fix a rate for one class of goods on one railroad, would it then be applicable to every road?

A.—I think not, unless you are acquainted precisely with all the busi-

ness and every circumstance about the road, and that which is to arise, too.

Q.—Is that your judgment from your experience?

A.—Yes, it is.

*By Mr. Bell.*

Q.—Suppose a rate of freights was fixed from here to Vallejo, how would that operate on your road from here to Shingle Springs?

A.—That would prohibit us, because they could run for about one fourth of the price that we can run for because of our grades; they can haul forty or fifty cars with one engine.

Q.—Would not the business done on the two roads make a difference?

A.—Of course, if a very large amount of business was done upon a road, like the one that I manage, it could be done much cheaper. For that reason we hope by inducing people by low prices of freight to come upon the lands and make business for us.

Q.—Do you not consider that the railroad system is settled so that it is time to legislate about the matter?

A.—I think the less legislation you have about it the better; good common sense management of things gets along better than laws.

Q.—My question was whether the system of railroads had not sufficiently advanced to become firm, and ceased to be a new thing, so that we could do any legislation which any other countries could do?

A.—I do not think the circumstances of this State are like any other State. I do not think the legislation of any other State would meet the wants of this people. We have a different climate, and our circumstances are just as different from other States as individuals are different. I never knew any two railroads alike, and I never knew the inhabitants of two different communities alike.

Q.—Is it a very popular subject to legislate upon?

A.—It is very popular because the people believe that they are going to be relieved, whereas the relief comes from their own labor, not from the laws that are to be made, but from the just administration of the laws already made. I think a wise man may administer almost any law and make it comfortable, or the unwise may administer a good law so that it is almost impossible for people to live under it. That is my experience.

*By Mr. Stanford.*

Q.—Do you know what the area of this State is?

A.—According to the United States Land Office report, California contains one hundred and eighty-eight thousand square miles.

Q.—Now the population is about six hundred thousand. About how many to the square mile?

A.—About three to the square mile. The States of Vermont, New Hampshire, Massachusetts, Rhode Island, Connecticut, New Jersey, New York, and Ohio, combined, contain one hundred and seventy-three thousand square miles, and have a population of thirteen millions.

Q.—If each man were allowed to own but one hundred and sixty acres, how would that suit you?

A.—Well, on our road, taking men, women, and children, they would not make us a fair business if they all traveled. It is impossible to get the business out of them. The people are not there.

*By Mr. Wright.*

Q.—Do you think that the tariff of fares and freights on that portion of the Central Pacific running from San Francisco to Sacramento should be fixed at the lowest possible rates that would pay interest on the investment and a reasonable profit? How would that rate affect your road?

A.—That would exclude us entirely. The business that they might do there we could not do; not under our present circumstances, anyway.

Q.—From the fact that the construction of your road has cost more?

A.—No, not that; because of the cost of operating; the cost which we are subjected to through hauling up such grades, which they are not subjected to, and the very small amount of our business.

*By Mr. Barker.*

Q.—How long has this road been in operation?

A.—The Sacramento Valley road was put in operation in eighteen hundred and fifty-six. The road above there I do not remember the year, but it is not a great many years ago.

Q.—You said a while ago that you were trying to build up a population there. What is the reason the road has been running so many years and population has not increased?

A.—During the forepart of the time the road was in operation it was supposed to be a through line. All the business it had when I took it was through business. There never had been any effort made to get local business. It was supposed it was going over the mountains, and all business that was done between here and the East went over the road. When that business ceased, it broke up the communities. They moved away and began anew, just as though there was nobody there. The people became demoralized. It is almost impossible now, looking at the old portion of the community, to see them move without taking a sight across two objects. We have had to build up another new business with new men.

Q.—Is the country settled up now?

A.—It is beginning to do better. It is getting new blood in it; and some 'cute Yankees are taking land and setting out grapevines. There are more people looking out there during the past month than I remember to have seen for a year.

JANUARY 26th, 1872.

The Chairman informed the committee that he had called upon the conductors of the *Sacramento Union*, and had desired to know if it would be convenient for them to come before the committee, as it was understood that they were well acquainted with the subject of railroads in this State; that the committee were willing to meet, subject to their convenience, if they would name a time and place for a meeting where their testimony could be received; that he saw Messrs. Anthony, Morrill, and Seabough, and they declared that they did not know anything at all about the matter; that they did not wish to come before the committee, and that nothing they could say would be of any advantage to the investigation.

The committee, by vote, instructed the Chairman to subpœna Messrs. Anthony, Morrill, and Seabough, and also G. K. Fitch, of the *Bulletin*, before the committee at their next meeting.

### A. N. TOWNE

Was called by the Chairman to continue his evidence, which was left unfinished at the last session.

Question—Mr. Towne, would you explain a little more fully the reason which exists in railroad practice for not making the same tariff for freights and fares apply equally to way stations as to termini? Why do you make the freight larger from a starting point to a way station than you do from one terminus to the other terminal point?

Answer—One important reason is, that in loading a car of freight it requires as much time and labor to load and unload it, to bill it, to make out the expense bill, and collect the charges for five miles as it does in five thousand miles; hence, we can afford to take that freight cheaper a long distance than we can for a short one. In the second place, it would be impossible for you, gentlemen, or anyone else, to name a rate of freight that you would say would be fair and just to the railroad company for five miles that would be applicable to the length of our road—eight hundred and eighty-one miles. If we were to carry at the same rates per mile for that distance, it would be hardly possible for us to move any freight except such as was absolutely necessary for the people to have. The coarser articles of freight could not be moved at all for the long distances. Then, again, with the long distances we usually have return freight, while this is not the case with short distances (between stations). A car loaded at San Francisco to-day is taken into a train and passes along from day to day until it arrives at its destination, say Ogden—a distance of eight hundred and eighty-one miles. Another car may be loaded at San Francisco and taken out on the same train to Hayward's Station—fifteen miles. It takes as long to load the local as the through car, and, as a usual thing, the local freight is not unloaded as promptly as the through freight; in fact, many times cars are delayed three or four days. Cars are worth to us twenty dollars per day in the busy season, and when one is delayed four days we lose eighty dollars, while the transportation charges on the goods for five miles might not be five dollars.

Q.—As an example, what does it cost to take a boiler that weighs ten tons, say twenty-one miles? How much would you get for that at the rates in this bill; that is, "if carried twenty miles, and not exceeding thirty miles—seven cents per ton per mile, or not exceeding one dollar and fifty cents for the entire distance?" How much would you get for that, and how much does it cost to load and unload it?

A.—We would get fourteen dollars and seventy cents.

Q.—Now, with regard to the unloading and loading of it, how much would it cost you? How many men does it take, with all the necessary appliances, to move a boiler of that character?

A.—Well, with all the appliances for moving it, I should say eight or ten men.

Q.—And what length of time would it take?

A.—Probably an hour and a half.

Q.—That would be fifteen hours?

A.—Yes, the cost for that at two dollars and seventy-five cents per day would be four dollars and twelve and a half cents.

Q.—I presume that it costs you money to furnish tools, crowbars, etc., to handle it?

A.—Yes, but these come into the general equipment of the line, and would hardly enter into this expense. In the four dollars and twelve and a half cents, I have only given you the loading, and not the cost of unloading.

Q.—What is the whole cost of handling?

A.—Eight dollars and twenty-five cents.

Q.—Then you would get fourteen dollars and seventy cents, and spend eight dollars and twenty-five cents.

A.—Yes, sir.

*By Mr. Wright.*

Q.—That is what you would get under the provisions of this bill?

A.—Yes, as I understand it.

*By the Chairman.*

Q.—How much time would you lose with the car, loading, unloading, and carrying it?

A.—Well, as an illustration, a car might be ordered, perhaps to-day; it would be sent to the point of shipment some time to-morrow. It may arrive there in the morning; the teams hauling the boiler may not get there till towards night, as is often the case with all kinds of freight; hence the car does not move from the starting point until the following day; so there is really three days lost in getting the car to its place, getting it loaded, and moved away; and half the day may be required to get forces together to unload it when it arrives at destination.

Q.—That would be how much?

A.—Three and a half days.

Q.—For three and a half days, that would be seventy dollars?

A.—Yes sir, I will add that for the transportation of the boiler, it requires a flat car; there may be no flat car within one hundred miles of the shipping station; the order goes to the general office for a certain car; that car must be forwarded, no matter what the distance may be. At the present time demand is made upon us for cars for live stock from different points on the road. We have to day, I believe, an order at Winnemucca—four hundred and sixty two miles east of San Francisco. There are no stock cars within two hundred miles of that place, hence they must be handled to accommodate that business, and if necessary, a special engine sent with them.

Q.—Now, I want to reverse the proposition. Suppose you take a buggy that weighs five hundred pounds; you want to carry that twenty-one miles; now, what would you get for that?

A.—If there were two of them, we could get them both on one car, but as there is only one, and no time is to be lost, it would require a car to move it. At first class rates we would receive a fraction over thirty-six cents.

Q.—Moving it twenty-one miles?

A.—Yes, sir, it would not require a car for so long a time in loading as a boiler, because there is not so much difficulty in handling.

Q.—What would the buggy cost you to load and unload?

A.—A very small amount. The agent at the station, with the assistance of say, one man, would be able to load it in fifteen or twenty

minutes. The agent is employed by the month, so that we do not feel the extra expense attending such loading and unloading.

Q.—Can you give us an illustration of the way this bill would operate on long distances at three cents per mile, as provided in it (confining yourself to this State)?

A.—It is two hundred and seventy-six miles from San Francisco to the State line. Three cents per ton per mile for a car load of ten tons, would be eighty two dollars and eighty cents, and it would cost the same amount to load and unload it for a short distance.

Q.—That is eight dollars and twenty-five cents?

A.—Yes.

Q.—That gives you a profit, then, of seventy-four dollars and fifty-five cents. Now, with regard to these practical illustrations you have given us, do such things as the carrying of a buggy by itself ever occur?

A.—Oh, yes, almost daily.

Q.—Do you find in practice that errors do occur in your business that you cannot avoid, such as accasional overcharges?

A.—Yes, sir.

Q.—Is it the disposition of your company to correct these things when they are called upon?

A.—Invariably. We have clerks whose sole business it is to trace and investigate loss and damage claims, and correct all overcharges, and to investigate all matters of claims of whatever nature.

Q.—Have you a list of the freights that you charge on this road that is furnished to all your agents who need the use of it?

A.—Yes, all agents are provided with a tariff.

Q.—How much of that book (indicating freight tariff in Mr. Towne's possession) is required to give a list of the freights?

A.—This book is prepared for the general office. The station agent would, perhaps, want a half a dozen sheets only, which give the rates from one station to all others. This is for the use of the general officers of the road who have occasion to know the freight between each and every station.

Q.—If we should sit down to fix a rate of freights to all stations in the State, how much of that book would be required to fix it according to your present method?

A.—All of it.

Q.—How many pages are there there?

A.—Three hundred and ninety-four pages.

Q.—Are the goods classified in that book?

A.—They are.

Q.—How many classes are there?

A.—We have ten columns or classes.

Q.—How do you make the book applicable to the several classes of goods?

A.—By having a thorough knowledge first of the transportation of the products of the country through which the road passes; the wants of the patrons, and the requirements of the manufacturing districts; the expense of building and operating the roads; all enter in as important elements to arrive at a just and equitable classification for the roads and their patrons.

Q.—I see in this tariff, on page sixteen, local classification, and opposite "D. S.;" what does that mean?

A.—Double first class.

Q.—What do you mean by double first class?



A.—I mean that if the first class rate from San Francisco to Banta's were fifteen cents per hundred, this would be double that rate.

Q.—Now, suppose that thirty cents per hundred should exceed the maximum, as fixed by the present law, of fifteen cents per ton per mile upon the distance selected, what do you do then?

A.—All agents are supposed to understand the classification, and all the rules and instructions are clear to them, so that they can answer a question at a moment's notice. This classification closes with the following note: "N. B.—Freight charges must not exceed fifteen cents per ton per mile in the State of California, or twenty cents per ton per mile in the State of Nevada, except that no lot of freight shall be taken for less than twenty-five cents." If it be found that twice fifteen cents per hundred would amount to more than fifteen cents per ton per mile for the seventy-four miles, he would reduce it, and the correction would be accepted by the Freight Auditor.

*By Mr. Wright.*

Q.—As I understand it, the present law is operating as a check upon you on certain rates?

A.—Yes, we transport freight almost daily between short distances that is non-paying, at say, even fifteen cents per ton.

*By the Chairman.*

Q.—What does this "1½" mean that is used here?

A.—Once and a half first class.

Q.—What is "3.1"?

A.—Three times first class.

Q.—What is A, B, C, etc.?

A.—These all apply to car load rates—A, B, C, up to and including I.

*By Mr. Ellis.*

Q.—Supposing you were allowed to charge, say, thirty cents per ton per mile on certain articles, would that enable you to transport others at much less rates?

A.—If we were allowed to charge thirty cents on the finer articles of goods transported, we would be able to bring from the mountains the lumber and the grain from the valleys to market even at lower rates than we charge now. As an illustration with reference to grain, Red Bluff is two hundred and seventy-two miles from San Francisco. We take grain from Red Bluff to San Francisco for thirty cents per hundred, or six dollars per ton. The law says we may have forty dollars and eighty cents per ton, but should we establish this rate there would be no grain cultivated so far from market.

Q.—If I understand you right, if the maximum was double what it is now there are certain classes of goods that would stand the maximum, whereas that would enable you to reduce rates on the raw material and give encouragement to the farmer and producer?

A.—Yes, sir.

Q.—When Mr. Barker was here he stated that the principal complaint in his county was that their freight has to come to Sacramento and is reshipped from there to Colfax, and that the parties in the valley had to

pay the extra freight from Sacramento to Colfax. Now, Mr. Towne, is it cheaper to do that way than to land the freight at Colfax?

A.—It is much cheaper. I will say this, that unfortunately, by an error on the part of our train men (such as I explained to the Committee do occur unavoidably occasionally), some freight was brought past Colfax to Sacramento, and it laid here a day before it was returned, which I suppose is the ground for the complaint. This carload of freight, of which the gentleman complains, was brought through from the East. A merchant may order his goods from any city east of the Missouri River and name Colfax as the destination, and the question would arise, "Where is Colfax?" He finds it is on the Pacific slope near San Francisco. Probably the railroad agent that he goes to charges him the local rates over their road, and the next railroad does the same, and so on until it gets to its destination; he cannot sell his load for money enough to pay the freight bill. Hence, he sees the advantage of billing his goods to a station west of Colfax, and orders his goods to be consigned through to San Francisco from New York, thereby getting the advantage of the lowest through rates, for which all the roads have entered into an arrangement to pro-rate with us. The Hudson River road, out of New York, takes up that freight and loads it for their own road and the New York Central (which are consolidated); they make a bill there and every intermediate road that it passes over between that point and San Francisco, doing no work beyond hitching to that car and taking it through on their respective lines, may not know the contents of the car. The money is collected for the freight at San Francisco and goes into our treasury, and the Eastern roads are allowed to draw their proportion from us every day, week, or month, as the case may be.

Q.—Do you not desire the Committee to understand that the Eastern roads do not consider our local stations of sufficient importance now to be recognized as points to send freight to?

A.—After a correspondence of nearly six months, we have induced them to acknowledge and recognize Sacramento, San José, and Marysville, with San Francisco, as through points.

Q.—That being the case, it does not rest with the Central Pacific Railroad to dictate what the local rates shall be from the East. It rests with the authorities of the roads East, themselves?

A.—Yes. They have positively refused to bring freight from New York to Colfax or Reno at their proportion of the through rate, invariably demanding their local rates for freight to local points on our line.

Q.—Then, that being so, if a merchant in New York desires to send a load to Colfax, they, not knowing what Colfax is, will send it, but will charge, not their through rates on the roads, but their own local rates, because they will not take a special rate upon any of your local stations?

A.—Yes. I will add that the Eastern roads are very arbitrary, from the fact that they have an immense local business, and seem to care but little for the through freight, so we are compelled to do many things that are unpleasant to us and unsatisfactory to our patrons.

Q.—Have you had any difficulty, whatever, to get the Eastern roads to assent to the pro-rating of passengers?

A.—Yes, we have.

Q.—Has it not been through a long series of correspondence and effort that they have consented to land passengers at any of our stations?

A.—Yes, sir. For nearly two years we corresponded with them

before assented to. As an example of the feeling, some wool shippers from here desired a special rate to Troy, New York. We wrote on to know if the New York Central would accept the New York proportion of this rate, and allow it to be stopped off at Troy, which they positively declined to do, saying they would not accept a through pro-rate proportion on freight to be stopped at Troy, claiming that Troy was a local point on their road, and must pay local rates; that it was not a through and competing station, and was not entitled to the low through rate.

Q.—Mr. Towne, if the railroad company were to so far forget the obligations under which they are now to other roads in the East as to switch off at Colfax through freight intended for that place, but shipped to San Francisco, would it not imperil very seriously your future business connections with those roads?

A.—It certainly would, very much. We have had freight from New York at different times for the Sutro Tunnel, and the representatives of Eastern roads wrote, refusing to make a low rate through to San Francisco for it if we allowed the freight to stop off on the line of our road at Reno, which they regarded as a local station not entitled to the through competing rates.

Q.—Do you not consider that the reason for this discrimination on the part of Eastern shippers is that our local stations have not yet attained sufficient prominence. In other words, there is not business enough for them to be recognized as business points in the East?

A.—I presume they may recognize other stations from time to time, as they have already recognized Sacramento, Marysville, and San José.

J. H. CORNING,

Was then called as a witness by the committee.

*By the Chairman.*

Question.—What relation do you bear towards the railroad company?

Answer.—Assistant General Superintendent.

Q.—What is your experience in railroad matters?

A.—Twenty years.

Q.—Can you make any suggestion or throw more light on the subject of our inquiry than has been already suggested in your presence?

A.—Nothing more; but speaking about the movement of cars, I think that in the course of a year we draw our two thousand freight cars as many miles empty as full.

Q.—Do you consider the illustrations and figures given by Mr. Towne with reference to the policy as correct?

A.—Yes, sir.

Q.—That, then, would be the effect of this bill—as Mr. Towne described it?

A.—Yes, sir.

Q.—This bill before the committee, as I understand it, regulates all the fares and freights in this State. Now, taking all the roads in this State, can we devise a general tariff to cover and regulate all roads, so as to sustain them?

A.—I think not—not by that bill. I hardly think you could find any arbitrary bill that would be practical at all.

*By Mr. Hayes.*

Q.—Do you believe that the operations of that bill would be unjust to the people as well as to the railroads?

A.—I believe it would be unjust to both.

*By Mr. Freeman.*

Q.—In what respect would it injure the people?

A.—There are many points in that bill that might be taken advantage of.

*By the Chairman to Mr. Towne.*

Q.—I think you have stated that were such a bill passed you would be compelled to put the extreme rates that are allowed by the bill upon all goods both ways?

A.—Yes, sir.

Q.—Which I understand you to say would be more in many cases than you are charging now.

A.—Yes, sir, especially upon the raw material.

*By Mr. Freeman.*

Q.—I do not think you are shipping grain either way for less than that bill?

A.—Oh, yes. Take Chico for instance; the rate is five dollars and sixty cents.

Q.—What is the distance?

A.—Two hundred and thirty-four miles—that is two cents and forty-one one hundredths per ton; this bill allows three cents per ton per mile.

*By Mr. Hyde.*

The effect of the bill would be just this: we would take this difference of sixty one hundredths of a cent and add it on to something that you would be very much averse to paying it on, in order to make up our charges.

*By Mr. Ellis.*

Q.—What is the difference in this bill and the present rates from here to San Francisco?

A.—One hundred and thirty-eight miles according to the bill is four cents per mile. Now at three cents per mile the rate would be four dollars and fourteen cents per ton—but we only charge three dollars and sixty cents per ton for the whole distance.

Q.—How much for passengers?

A.—According to the bill, five dollars and fifty-two cents. Our tariff is four dollars.

*By Mr. Wright.*

Q.—Now, as a railroad man, Mr. Towne, are you directly interested and anxious to have the railroads prosperous?

A.—I am.

Q.—Do you consider that prosperity of the railroads is directly depen-

dent upon the development of the country through which it runs, and the population of the State?

A.—Almost wholly.

Q.—Is it your policy on the railroads which are under your management to adopt that course of action?

A.—Yes.

Q.—Do you consider the passage of this bill would seriously affect that prosperity?

A.—I do.

COLONEL W. B. HYDE

Was called before the committee as a witness.

*By the Chairman.*

Question.—Have you, at the request of the committee, made any examination into the laws of other States with regard to this matter? If so, will you state the result of your examination?

Answer.—Yes, sir, I will. If it is the will of the committee I would like to preface that statement by saying what my understanding was in making this examination as to the general bearing of this bill. It has been stated by Mr. Freeman that the bill does not affect the Central Pacific Railroad. It is very true there is a legal point involved, which has not yet and may not come before the committee, inasmuch as that legal point has not been here presented. To all intents and purposes that bill must comprehend every railroad in this State, the Central Pacific included. While we might have a reserve power relating to the operation of this bill, in law it would certainly create a great deal of trial and trouble with parties along the line of our road, who might not think as Mr. Freeman thinks, that the road is not subject to State law.

*By Mr. Freeman.*

The State has no right to control their overland business, although it has the right to control their local business.

JANUARY 22d, 1872.

The committee met, pursuant to adjournment, at seven o'clock P. M., Mr. Gray presiding. Present—G. H. Gray, W. R. Wheaton, M. J. Wright, Robert Bell, H. M. Hayes, C. L. F. Brown, W. C. Connolly, J. C. Ellis.

The Chairman read the sections of Mr. Freeman's and Mr. Luttrell's bills relating to the regulation of rates of fares and freight.

LELAND STANFORD

Was called as a witness by the Committee.

*By the Chairman.*

Question—Now, Mr. Stanford, we would like to hear from you whether the rates fixed by these two bills would work any injustice to the rail-

roads of this State, and we shall be glad to hear any evidence from you or any of the witnesses present that you may name.

Answer—Mr. Chairman, in general terms I will say that if these bills were to become law they would substantially prohibit the construction of railroads in this State, and would beyond question suspend the operations of some already constructed. The rates provided by either of those bills are lower than those prescribed by law in any State in the Union, except, perhaps, the State of Illinois.

Q.—These rates are lower than any other State except the State of Illinois?

A.—Yes, sir; except that State, as prescribed by its State Constitution. So far as I know, there are but three States in the Union that regulate for all distances the rates charged by railroad companies, by far the larger portion leaving it entirely to the railroads to regulate freights and fares as they may deem wisest; of the three States that regulate the rates of freights and fares, they all permit (leaving the State of Illinois out of the question) a higher rate than the maximum allowed in the State of California.

Q.—Can you name their maximum under the present law?

A.—Yes, sir; one of them, I think, is four times as great; I think the State of Texas allows just four times as much as the maximum rate allowed in this State; and it is necessary that a more liberal rate should be allowed than is now allowed in this State by the present law. Were the business of this State much heavier than it is, as the law now stands, the Legislature would soon see the necessity of allowing a more liberal rate, because goods could not be transported for the present rate. There are goods transported now on the railroads, where the maximum rate is charged, that do not pay the company the cost of transportation; though, in fact, the average price for the transportation of goods throughout this State is much less—is less than about one fifth of that allowed by the law.

Q.—In how many cases in this State is that?

A.—Average railroad transportation charges in this State for all tonnage are less than one fifth of the maximum rate allowed by law. The rates charged by the railroad companies in this State, though the population is sparse and the business of the country is light, are actually less than that charged in most of the States in the Union, even those of the most population, those having the largest business in transportation. The roads of this State are only enabled to do business at these extremely low rates because they are substantially under one management. Were the railroads of this State (fourteen hundred and odd miles of road) divided into fourteen different companies, of one hundred miles each, they could not operate at the present rates according to the laws of this State, nor would their expenses be paid. The road extensions are feeders to roads already constructed; the same operative force and motive power is used upon all these roads. For short distances the cheapest travel in the States exists in this State. A passenger can start from San Francisco and travel to San Antonio (the distance is ten miles) for fifteen cents. That is one and a half cents per mile; and if he choose he can commute, and then he travels for three dollars per month, or at the rate of one third of a cent per mile. So far as I know there is no road in the United States that takes passengers a distance of ten miles at the rate of fifteen cents.

Q.—If this bill were passed it would cover that road, would it not?

A.—Yes, to a certain extent.

*By Mr. Freeman.*

It don't make any difference on passengers, that bill don't. It is only freight.

*By the Witness (resuming).*—The fact is, it is impossible to regulate freights and fares by any arbitrary rate per mile, and yet permit the construction of railroads where the people would like to have them (where they would be willing to pay a price that would warrant the construction), excepting you fixed a rate so high that would permit the construction of a road in the counties where the population is most sparse, where the curves are greatest, and grades are heaviest, and the roads the most difficult in construction and operation. That, of course, amounts practically to no regulation at all. To regulate the prices on the roads in the valleys, where they are easily constructed, where the population is more dense, business heavy, and large trunk lines, you could fix a price that would be so low as to prohibit the construction in sparsely settled districts and in the mountainous sections of the country, where the road is more costly and the grades steeper and more difficult, and the roads more difficult to operate. In the same way, when you attempt to regulate the price for all kinds of goods by one rate you will find that it is not practicable. The various railroad companies of the country, twice a year, when their general freight agents meet, classify the goods afresh. Their classifications are the same, but to carry all kinds of goods at the same rate will practically either make no difference at all (if the maximum be high enough), or else it will prohibit transportation of certain kinds of goods altogether. You cannot carry a horse or a mule for the same rate as the same number of pounds of sheet iron. You cannot carry earboys of acid for the same rate as so many pounds of molasses. You cannot carry bulky goods, such as furniture, hats, straw goods, wool, for the same rate as you could carry heavier goods. There is risk, danger of breakage, risk in nearly every way, and bulk, that must all be considered. Why, to carry a buggy that would weigh, perhaps, five hundred pounds, it would occupy the space of half a car, and you would carry thereby for five hundred pounds of freight some five tons of dead weight. These bills would thus prohibit the railroad company from carrying the buggy, although the shipper shipping it would be willing to pay a price that would compensate the road.

Q.—What would be the freight according to this bill, say, upon a buggy, carried, say, ten miles or twenty miles?

A.—Well, assuming that it weighed five hundred pounds, for ten miles, allowing fifteen cents per ton per mile, the present maximum, the charge would be three bits.

Q.—And how much to load and unload it?

A.—It would cost that. We have to pay twenty-five cents per ton to load and the same for unloading ordinary goods. An ordinary freight car weighs about nine tons, and when loaded it carries ten tons; so we carry something less than a ton of dead weight for every ton of freight. In such a case as this we would carry four or five tons of dead weight, in order to carry a quarter of a ton; and in going from one station to another, say ten miles, possibly that car could not be switched out, we having to take it to another place at the end of the division, say, perhaps, one hundred and fifty miles, before we find a place to take it back on that division of road.

*By Mr. Barker.*

Q.—Well, do the railway company carry all freight at dead weight? Do you carry any goods by measurement?

A.—No, sir; all by dead weight. We have a classification. Some goods are first class, some are second, some third, and some fourth, and some are double first class. For instance, if the price on a division or section of the road should be eight cents per ton per mile for first class freight, for double first class the company would charge, were it not for the law, sixteen cents per ton per mile; but as the law prohibits that, they charge fifteen cents per ton per mile.

Q.—Now, such goods as furniture, buggies, and such things as these by measurement, would that obviate the difficulty?

A.—No, sir, I do not think it would. Many kinds of goods go by weight, carboys of nitric acid for instance, but if you took them by measurement, you probably would not get much more than carrying it by dead weight. It does not cost much, yet fifteen cents per ton per mile, nor twice that, would be really a fair compensation for it, because the risk is so great. We carried a short time since a carboy of nitric acid one hundred pounds in weight. We got fifteen cents per ton per mile. It happened to be broken in transit, and the consequence was that we paid for goods that were destroyed by it some thirteen hundred and odd dollars. The weight is not very great, either by dead weight or measurement, but it really takes up a considerable space, because it has to be protected against breakage and consequent damage. Now, take such an animal as a stallion. Now, the probability is he would be allowed half a car; the chances are we would furnish a box car specially. His weight would not be greater than one thousand pounds, or perhaps fifteen hundred pounds, but the risk is great; he is troublesome, and the rates now allowed by law from station to station would not cover the expense. The fact is, the great question with railroads is how to move freight at low enough rates to permit transportation. The high priced goods easily take a remunerative rate, but it is the raw unmanufactured article that makes the great bulk of the freight, and what the people are particularly interested in; so to make it bear transportation, as a matter of fact, in order to move this freight at all, the railroad companies (who by the laws of the State are allowed fifteen cents per ton per mile) move some kinds of freight for one cent per ton per mile, and sometimes even less than that, over the mountainous portion of this road, where the cost of mere hauling alone (to say nothing of the mountainous character of the road, and its cost of construction), is more than five times as much as it is where the roads are level, as in the valleys; and, as a matter of fact, while on the mountainous portion of the road, of the Central Pacific road, there are sixty-nine miles where for the first class goods the charge for freight does not fall below the maximum allowed by law; still even there the average rate is four cent per ton per mile.

*By Mr. Brown.*

Q.—This classification of freight—is there any necessity for it to correspond with that of other lines of transportation?

A.—Well, the fact is there is not; but it is a great convenience. The classifications adopted are those of the Eastern roads, and so if a shipper comes with his freight and wants to know what it is to cost him to go over the various roads, as it is one classification that is adopted, we are



able to tell him. He gets the information he wants; but if there were different classifications over the various roads we could not tell him.

*By the Chairman.*

Q.—If this bill were adopted, the first section reads "It shall be unlawful for any railroad company to charge more than four cents per mile for each passenger, with one hundred pounds or less baggage;"—now I understood you to say that the roads throughout the State are not, while they may average a certain figure, charging so much per mile. In one locality it will be a smaller figure, and in another a larger one?

A.—Yes.

Q.—If this were passed it would affect all local railroads? What would be the effect of this bill, say, on the road from San Francisco to Brooklyn?

A.—It would not affect that at all, because the present charges are much less than those allowed by that bill.

Q.—What I mean is, if you were paid according to this bill, would you not have to make all charges alike, so as to get your fair amount of profit?

A.—I think you are right there. If a railroad company were prohibited from charging a fair price on the goods that would bear it and ought to pay it, they would naturally seek to make their income from some other sources.

Q.—Well, what I mean is, that to get your income to the proper figure it would be necessary to raise some of the rates that now are low?

A.—Oh, certainly, we necessarily must do something to maintain our present income, and if we could not get paid upon the manufactured articles that bear a fair price, (that in no manner interferes with commerce) the struggle would be to get it on the raw material.

Q.—Well, according to the bill four cents per mile from San Francisco to Brooklyn would make it sixty cents. What are you charging now?

A.—We are charging fifteen cents.

Q.—And by the same rule it would probably prohibit commutation?

A.—Yes, I consider so.

Q.—You commute for five cents do you not?

A.—Yes, that is so.

Q.—Three dollars per month to Brooklyn?

A.—Yes.

*By Mr. Barker.*

Q.—Supposing this bill were to become law for weighty goods, say such goods as wheat, and iron, and such commodities as that, which I suppose was the intention of Mr. Freeman, and you are allowed to make special rates for extra hazardous goods, which are difficult to handle, such as coal oils, engines, buggies, etc., would that be satisfactory to you?

A.—Well, it would not touch these at all, because the rates on such goods are low rates; so it would go for nothing. According to the law we are allowed to charge the same for iron, stone, and such freight, as we are for silks and satins, and so forth.

Q.—It is very evident that you could not take such things as oils or heavy pieces of machinery, or anything that was difficult to handle, at the same rates, as it would cost you more to load it and unload it than to carry it sixty miles or one hundred miles by these rates. Of course

you could not carry these articles at the same rates as you could carry coal, iron, and that kind of freight; but if you were allowed to charge special rates on extra hazardous articles, would not that suit you?

A.—Well, I say we could for long distances; but we could not for short distances. We could not for five or ten miles at these rates. They only allow in that bill ten cents per mile, and not exceeding one dollar for the whole distance.

*By the Chairman.*

Q.—Will you please go on with your statement, Mr. Stanford?

A.—Well, perhaps it will be proper to state to the committee the policy and interests of the railroad companies with which I am connected. I think I will state the general policy of the company with regard to freight. It is, "what can it afford to pay, and what will be the additional cost in consequence of its transportation;" and I think that that, generally speaking, is the policy of all railroads of the United States. When the Central Pacific first made connection with the Union Pacific we took the prices that were established on the various railroads East, and added our own to them. We found that there was but a small portion of merchandise to this country which could afford that price, although not high per mile; but for the long distances that amounted to so much that it would be prohibitory, except on high priced goods. We then went East, and conferred with other companies, and were able to obtain on through business a reduced rate; but still there was an arbitrary rate, from which we could not depart. We still found that a large proportion of the freight business would not stand that rate. We again made representations to the Eastern roads, till we obtained permission on this side for the through business to be fixed at any rate we pleased, pro-rating with the other roads with which we connected, with the roads in New York, and other places.

Q.—I do not quite understand what you mean by this pro-rata.

A.—Well, our proportion of road might be, say one thousand miles in a distance of two thousand five hundred. We would get that proportion of the rate. Well, under this arrangement we moved some goods through to New York for a cent a mile, but having no other that paid a better price we could not maintain our road, much less pay interest on our bonds. But we hold that it is better for us to move freights at the mere additional cost consequent upon movement, than not to move them, because it is benefiting the country, and very likely will come in some shape to pay the railroad company a profit, directly or indirectly.

Q.—In pursuance of that policy, do you charge the same rate both ways?

A.—In some things.

Q.—Not on all?

A.—Not on all; we are guided by what the freight will bear.

Q.—Do you think it would be injurious to the interests of the railroads of the country to make it the same both ways?

A.—Well, I can hardly tell that, on different kinds of freight. If wool moved both ways it would be the same; but it goes now in a raw condition, and comes back manufactured. Leather goes over unmanufactured, and comes back manufactured.

Q.—This bill does not make any distinction?

A.—No, sir.

Q.—Then you would have to charge the same freight upon manufactured wool as upon raw material, whichever way it went?

A.—I do not think if that bill really went into effect that we should make any charges at all. I think the roads of this State would suspend.

Q.—Do you regard it as so serious a matter as that?

A.—Yes, sir, I do; although I say I consider it would not affect the Central Pacific. There is no doubt on the question in my mind, that the State of California has no more to do with it than any one of the other States through which it runs.

Q.—And yet the complaints we have heard and the arguments in favor of this bill all seem to be of the transactions on the Central Pacific road.

A.—Now, in the State of California the Counties of Nevada and Placer pay us about two hundred thousand dollars per year on their freight; about one quarter of it passes at maximum rates (less than a quarter—on investigation, one eighth); the greater portion comes at low rates—coal, lumber, ores, etc. There are other mountainous places, and I will say that the yearly business of the people of the State of California from Sacramento to the State line would not maintain that portion of the road for one month.

Q.—On the supposition, then, that this bill would not affect the Central Pacific road, what road would it affect?

A.—Well, it would stop, for instance, the road from Marysville to Oroville; it would stop the road from Sacramento to Shingle Springs; it would stop the road from Stockton to Copperopolis; it would probably stop the Napa Valley road; it would stop the road from Los Angeles; and might stop some others.

Q.—Is there not a road from Santa Rosa; is that included?

A.—Yes; that is the San Francisco and North Pacific. I have no doubt about it stopping the California Pacific road to Vallejo.

Q.—You have not mentioned the road from San Francisco to Gilroy.

A.—Well, that is the Southern Pacific, and would probably not be disturbed, because it runs out of San Francisco and through a thrifty section of country, and does a large passenger business. The rates are very low on that road for passengers; and for the same reason that the rates are low from San Francisco to San Antonio, its low rates induces additional travel, as it runs through a populous section; but to reduce the rates through a section of country that is sparsely populated, or when the distance is great, does not materially increase the traffic, for two reasons: 1. That there is not sufficient business; and, 2. That when you get some considerable distance the cost of travel is not the only cost; it becomes a question of hotel bills, loss of time, etc. Now, to carry a man very low, say from San Francisco to San José, he may take his wife with him and invite a friend; but take them from San Francisco to, say, Elko for nothing, he would not go, he would not ask anyone to go with him, unless business compelled him, because the mere traveling fare does not cover his expenses, loss of time, etc.

Q.—The road from Marysville to Oroville—would it probably affect that disastrously?

A.—I have no doubt that it would suspend.

Q.—In the California Pacific do you include the road which runs, I think, from Davisville, through Woodland, to Marysville—is that all California Pacific?

A.—Yes, sir.

Q.—Your idea is, then, that if they were obliged to reduce their charges to the standard of this bill it might stop them entirely?

A.—Yes, sir, and be no benefit either to the country, for if the roads sustain themselves they would have to charge a higher rate on the raw or unmanufactured article, and the fluctuation of a cent would decide whether the farmer could raise a crop of wheat, or whether the miner could work a mine, and so with many other things; whilst it is of little consequence with a bale of silks whether it is carried for nothing or whether it pays a maximum rate.

Q.—The Central Pacific, then, runs from Ogden to San Francisco for an average below this bill?

A.—Yes.

*By Mr. Wheaton.*

Q.—What States are those that have rates larger than Illinois?

A.—Ohio, Kansas, Iowa, Texas, and some other States. They regulate in different ways. I think there are but three that regulate for short distances, but they all of them allow more than the State of California. In the others they do not regulate so much as that; they reserve the right to regulate when the roads attain a certain dividend—I think when the roads obtain a ten per cent dividend. The great bulk of the States do not regulate at all.

Q.—How would the County of Nevada be benefited by the passage of this bill?

A.—I do not think it would be benefited at all.

Q.—Would it affect them?

A.—Yes, I think we should have as few stations as possible. We should decline to take their local business, as it does not pay us now.

Q.—You speak of local business, do you not?

A.—Yes. It does not pay us now, and if that portion of the Central Pacific were by itself it would not be operated at all; but it is because there is a good country between San Francisco and the mountains, and it is a much easier country to operate on the other side of the mountains, and having a through business that we are able to maintain it, but by itself it would not pay at all at any rates that are now allowed by law, or any rates that we might charge, because the business is altogether too light. They are mining counties, mostly, along the line of that road. They have a little merchandise shipped to them, some lumber and stone, and some ores, but these last are shipped at very low rates, while the merchandise, that which pays such a rate as we can afford to operate for, is very light indeed.

*By the Chairman.*

Does that inquiry cover your county, Mr. Barker?

*By Mr. Barker.*

Yes, I suppose it does.

*By the Witness.*

I know there are people in Nevada and other counties who complain, but I am entirely satisfied that if these counties knew the facts, if they were posted, they would not only be satisfied, but more than satisfied with the manner in which we do their business. I know that certain persons have taken a great deal of pains to misrepresent the facts, but, as I was saying, we have the right to fix the tariff from here to New

York, and the roads on the other side fix the rates to San Francisco. They are much lower than the regular rates of the roads over which the trains pass. For instance, the ordinary rate between New York and Chicago is about twenty-five dollars per ton. Now, we carry freight for forty dollars per ton from San Francisco to New York, so that freight is moved over that road for about ten dollars per ton (between Chicago and New York), just making a difference between the through business, and that business which, though local to us, is through to them, of fifteen dollars per ton. If they made a dollar per ton on this through business, it would take fifteen tons to pay as much as one ton of local business, so that they are determined that nothing of that kind which should go over their roads and pay them their regular rates shall go as through business. They allow us to make the rate from San Francisco and Sacramento, east, but from points east they do not allow us to make their rates. If a person in Nevada wants to send goods to New York, he must pay freight over the various lines of roads just the sum of he would pay freight from Chicago to New York, and no more than he ought to pay for their transportation, so that the prices that a man in the State of Nevada or a shipper at Colfax would pay, is the sum of the regular freights of the various roads over which his freight has to pass. Well, now, he is not charged up, but for the purpose of getting the business, the people of San Francisco and competing points by water (so regarded by Eastern roads) get their freight below what anybody else does. That is no loss. Nobody is charged up—some people are charged down, that is all. Sometimes a merchant of Colfax (in New York) inquires the price of freight to Colfax, and ascertains the increase of price on Sacramento; he finds that the price to Sacramento is less than it is to Colfax, and he thinks he had better ship his goods to Sacramento and then send them back to Colfax, than ship them to Colfax, so he ships them in that way. These goods are put into a car, and generally locked and sealed, for Sacramento. It comes along over the road, nobody knows until the cars arrive at the point of destination what is in them. Then they are opened; the freight is taken out and delivered. Sometimes the people think it very hard that we could not stop the goods at Colfax where they were wanted, but we could not do it. In the first place, it is not practicable to stop goods there shipped for Sacramento; in the next place, we cannot control the rate. For us to bill goods that were going east at any rates excepting the rates as contemplated by the various railroad companies with which we have connections, would be unwise (to say nothing about the question of good faith), because if they found that we were abusing the privilege they allowed us, they would take away the privilege of making through rates over their roads at less than their regular rates, and we would be unable to induce goods to come from Australia and New Zealand, and points along the coast and islands of the Pacific, and Asiatic countries, and we would have to charge for goods coming and going from San Francisco just the same regular rates as is charged on all other goods going over the other lines of railroad. I have tried to explain this to the newspaper men, but somehow or other this never gets round.

*By Mr. Barker.*

There is a reason of complaint in the passenger traffic until about six

weeks ago; that was, that they had to come to San Francisco and pay fresh charges on their tickets back to their stopping places.

A.—If these through passengers came at less than the usual rates over other roads. The same reasons apply to rates of through passengers as to through freights.

Q.—You stated that this bill, if it came into operation, would have the effect of closing the roads. Now, do you think that that bill could be modified so that it would not affect the roads in that way?

A.—Oh, yes, it could be; but then we do not want to regulate at all. The amendment which is wanted in the law is to remove that restriction of fifteen cents per ton. That ought to be removed.

Q.—And make your tariff as you want it?

A.—Yes, sir.

Q.—It would perhaps be better for the people if we did so. I am satisfied that for certain classes of goods that is too low a tariff. That is why I made the suggestion as to making a special rate.

*By Mr. Wheaton.*

Q.—Did Haskins, when they built the California Pacific road, run it until it came under the present management?

A.—No; I think he was out of it for a short time. That road has not been able to pay the interest on its bonds; it never had before it came under the present management, and never has since. We were compelled to advance the greater portion of the January interest on the coupons.

*By the Chairman.*

Q.—What elements of information are necessary to be understood in order to regulate freights and fares? What have we got to know to ascertain if they are correct?

A.—You want to know the character of the country through which the road runs; its length; the character of its business—whether it is manufactured mostly, or raw, unmanufactured products; the amount of the population; the cost of the road, its grades and curves; and the climate.

Q.—In your experience of building and sustaining railroads, do you find that California has any peculiarities which would make it different from other States—from other of the Eastern States, for example.

A.—Yes, most all the roads necessarily have heavy grades. Most of the California roads have heavy grades. They are also subject to great damage in consequence of heavy rains and floods.

Q.—Is that peculiar to this State?

A.—I think they are more liable to that in this State.

Q.—That is in consequence of the rainy season and the dry season?

A.—Yes, sir. Then, the roads at the present time are not generally extended far in the mountains, with the exception of the Central Pacific. The Central Pacific, for forty miles, is covered with snow sheds, averaging a cost of sixty thousand dollars per mile.

Q.—Is there any other State where they have snow sheds?

A.—There are none like them in the world.

Q.—That was an original idea?

A.—Not exactly; I believe there are snow sheds in the Alps, and I believe they have them in some parts of South America; but otherwise there is no road in the world that has them.

Q.—There are none in the United States?

A.—No, sir; and no roads in the world, unless in South America, with such grades. The greater part of the elevation of seven thousand feet is made in eighty-three miles, right up to the summit. The cost of operating that road for mere hauling is more than five times what it is in the valleys. Then comes in the additional cost of keeping it up, in consequence of heavy grades, storms, frosts, snow, sheds liable to burn up; then the heavy cost of the road—of over one hundred and sixty thousand dollars per mile—for the portion over the mountains.

Q.—Compared with the States of New York, Pennsylvania, Ohio, and Illinois, do you consider that the population along the lines of our roads is as sparse as in any of those States I have mentioned?

A.—It is more sparse than in any State. The population of this State is exceedingly little, compared with New York, Pennsylvania, New Jersey, and Delaware. We have about six hundred thousand, while they have upwards of fourteen millions. The area of our State is larger than all those States and New England added.

Q.—In California it would seem as if a large portion of the population was centered about Sacramento and San Francisco?

A.—Yes, that is so.

Q.—Is there any other State in which there is such a centralization of the population as there is here?

A.—I think not.

Q.—Has that anything to do with the scheme or idea of regulating freights and fares?

A.—Of course it makes the balance of the people very thin, when spread out over the State.

Q.—You have to collect most of your money round those localities?

A.—Yes, sir.

Q.—You say that you have to consider the produce of the country through which the railroad goes; that is, whether it is raw or manufactured. Tell me how that affects the freights and fares?

A.—For the reason that manufactured goods will stand to pay a much higher rate per ton than raw and unmanufactured material.

Q.—The population, as I suppose, has an effect on freights and fares as it is sparse?

A.—You cannot so well decrease your terms where the population is very light.

Q.—Still, the consumption for one population is the same. There are so many people in the State of California. They may be centralized in one portion of it, still they consume just so much material?

A.—No, sir. I do not think they move the same amount of freight as they do in other or Eastern States. The other States are manufacturing, and raw material moves to the factories, and the factories manipulate it and distribute it. But a large proportion of our population is mining. They do not require much freight—not so much as other people.

Q.—Then that is another reason why the population of California do not have so much freight as many others?

A.—Yes. They do not do so much business.

Q.—Now, the grades and the curves—how does that affect the question?

A.—Well, a locomotive that moves one hundred cars on a dead level can only move ten on a grade of one hundred feet.

Q.—Does it take more power to move a train over a curve than over a straight road?

A.—Yes.

Q.—You explained the climate. That has an effect in the rainy season on the roads and sheds?

A.—Yes. The railroad system of this State is only partially developed. In developing long lines it is necessary to cross mountains in various directions. The California and Oregon road has got to penetrate the mountains and snow country with heavy grades. The Southern Pacific line also has heavy grades. It is now out one hundred miles from San Francisco. There is, after twenty miles, high grades, reaching the summit with maximum grades of one hundred and two feet, and passes down a grade of one hundred and twelve feet. The lines of roads running down the coast will have heavy grades. In Sonoma and Petaluma Valleys the grades will be heavy. The road from Petaluma to Bloomfield has grades of sixty-five to seventy feet. The road up above Cloverdale is through a mountainous country. The California Pacific grades are nearly one hundred feet to the mile. The road between San Francisco and San José has one hundred feet to the mile. Copperopolis road has heavy grades. The Western Pacific, between Stockton and San Francisco, has heavy grades—fifty-three minutes and ten seconds to the mile.

*By Mr. Ellis.*

Q.—Under the present arrangements and regulations of the road, what would be the charge upon silk going from San Francisco to the State line?

A.—It would average seven cents per ton per mile.

Q.—What would be the price of a ton of ore?

A.—We bring ore from Ogden to San Francisco for thirteen dollars per ton—for rates such as the miners can afford to pay. We bring coal from Ogden to San Francisco for eight dollars per ton. It comes from the Union Pacific road, and their charge is about two dollars before getting to Ogden, leaving eight dollars to us.

Q.—In speaking of the necessity of amending the law—it would be for the purpose of allowing you to increase the freights on these goods?

A.—Not upon silks. We charge the average from San Francisco to the State line—seven cents per ton. We only charge the maximum on that for sixty-nine miles over the mountains. For a portion of the way it goes for less than that, and some portions it pays fifteen cents; but the average for all the distance is seven cents per ton per mile.

Q.—Do you not say that the present rates are inadequate?

A.—Yes, for some kinds of goods and some distances.

Q.—It would be better for the people if you were to charge higher upon certain goods and lower upon others?

A.—I do not know that it would, because we have submitted to this thing because it was not a thing of very great amount. The greater portion of our business is coming long distances, and they have not much of this stuff in proportion to the tonnage being moved. We have submitted to it rather than ask for the law to be changed; but if there was any great amount—if population was to increase and villages grow up close together—we would require the law changed. Now, there is a great deal of misapprehension in the public mind with reference to the aid that these roads have received. Some people seem to think that because the roads have been aided they will not be so much considered



in fixing the rates of freights and fares. Now, since the Central Pacific Railroad was organized from Sacramento it has received no subsidies, unless you may say that San Francisco has given four hundred of her bonds by way of a compromise; the others were all contracts for stock. From San Francisco we received four hundred bonds by way of a compromise—very unfortunately, we were compelled to do it. The great point in having San Francisco take stock in the road was not only for the bonds that we were to receive, but in the moral effect, by indorsing the project. That moral effect was lost when the compromise was made; it was even worse than lost when San Francisco declined to take stock in the road and gave her bonds to be relieved of it. The Counties of Sacramento and Placer both took stock in it to the amount of five hundred and fifty thousand dollars altogether, giving the same number of their bonds. The County of Placer took two hundred and fifty thousand dollars stock, giving the same number of her bonds. These counties have since sold their stock for more than their bonds were worth.

Q.—More than you got for the bonds?

A.—More; yes. The State, in a contract made with us, agreed to pay the interest at seven per cent on a million and a half of our bonds. That was like an annuity. Its actual value was such a sum of money as placed out at interest would pay the whole amount of the annuity at maturity. The actual value was between six hundred thousand dollars and seven hundred thousand dollars. We sold the bonds at par, currency (about seventy-three cents, gold), making a little over a million dollars, gold. Now this is the whole amount of California aid received by the Central Pacific Railroad for constructing east of Sacramento. The Government loaned its credit. It loaned a certain number of bonds, taking security on the road for their repayment; and the company has to pay back both principal and interest. The Government made what might on the part of an individual be considered a hard bargain. We took the Government bonds, selling them at par, currency, when currency was worth forty cents in gold. It has now done more for the Government in the way of aiding its business than the interest on its bonds. If the Government were never to receive the interest upon the bonds, it would be a gainer in the amount saved in transportation alone. They required us to build the road rapidly over the mountains. The time in which we were to build the whole road does not expire till eighteen hundred and seventy-six. The Government is having the use of it in less than half the time anticipated for its construction. We have to manage this road so as to keep it up and in good condition as a first class road.

*By the Chairman.*

Q.—How much did you build before you received any aid?

A.—We built thirty-one miles of road, and had the iron for fifty miles.

Q.—How much did the Government require you to build before its aid became useful to you?

A.—Forty miles; then the law was changed and gave it to us in twenty mile sections, but we had to build forty miles when we first commenced.

*By Mr. Hayes.*

Q.—They gave you land, too, did they not?

A.—They gave us lands, but their appreciation of the advantage from

the road was established by doubling the price for every alternate section they gave to us.

Q.—That is, you received every other section, and by running the road there, there was a section left to the Government, alternately, of greater value.

A.—Yes; they doubled their usual price. Their price was one dollar and twenty-five cents per acre, but they have made it two dollars and fifty cents.

*By Mr. Barker.*

Q.—Did that not take so much money from the people?

A.—No. Much of it became worth the Government price; before the construction of the road it was not worth anything. Not only the alternate sections were improved, but all the country to the right and left for hundreds of miles was opened and made valuable.

Q.—But the people are now buying quarter sections on that railroad at double that, at the present price?

A.—Yes; but before they would not buy it at all. Before the road they were not willing to buy any. Sometimes they talk about the consolidation of roads as a monopoly. That in my judgment is highly beneficial to the State, for in consequence of it the State has the railroad system much earlier than it otherwise would. Without it these roads would not be extended as they are being extended. There are now seven roads in this State in process of construction.

*By the Chairman.*

Q.—I think you said that that enabled you to run the roads already constructed at less rates?

A.—Yes, of course. Under one management and one set of officers they have much less machinery, and superintending, and operating force. The roads being under one management in various parts of the State, it generally happens that if the roads are short in one place there is some other that can spare machinery for them. We have one large shop here to repair and manufacture stock, etc.

*By Mr. Bell.*

Q.—How many men do you employ?

A.—The roads with which I am connected employ about eight thousand men. Our pay rolls and other expenditures are about one million per month.

*By the Chairman.*

Q.—This is in California?

A.—Yes, sir.

Q.—Money expended in California?

A.—Yes, sir.

*By the Witness.*

The roads in the United States are mostly built on borrowed money. The capital of the United States is too active to invest in enterprises that do not offer a prompt return, and so we found in our experience when this railroad bill was passed; we thought it was a good thing, we felt a pride in it, and I believe the people did so; but when we came to

go round and ask people to take stock, we were met, substantially, by this: "That money was worth from two and one half to three per cent per month; we cannot afford to invest it in this enterprise that does not promise a return in several years"—they could not afford it. Well, in the older States it is measureably so. The bonds of the roads of the United States are mostly bought by Europeans; even the capital of England is too active, and the bonds of the railroads of the United States were not generally bought by English capitalists, but by Germans, who are content with about one and one half per cent. Now, the credit of our railroad company is not excelled by any in the United States; it was necessary for its prosperity to have other railroads in this State built, and in some manner the aid must come from that source; therefore, when lines of railroad were projected they were consolidated in the Central Pacific, so that they would be aids to the Central Pacific in forming a long line of feeders, though most of them are grand trunk lines; these, also, had at once an established credit; the Central Pacific making bonds on the various lines of railroads, are able to negotiate them. Now, for an original road to be organized, it takes time to establish the necessary credit abroad; it costs money, and even when they have established somewhat of a credit, it is still nothing like the Central Pacific, and the bonds necessarily sell for a good deal below what the Central Pacific would sell.

Q.—Well, what effect would legislation by the State of California, just now, have upon that credit?

A.—Very injurious. When we commenced building these roads, not being versed in the operation of roads, not knowing either what the laws of the other States were, but still knowing that the rates established by the laws of California were higher than would need to be charged on a great many kinds of goods, we represented that the laws of California were liberal, and they were liberal enough to satisfy people that we were, substantially, allowed to manage our roads and produce a financial result; that though the population was sparse and the business light, yet the roads would pay the interest on the bonds. Now, the people who take these bonds are generally pretty well posted as to what railroads can do in operating. Now, they know that the road could not operate under these bills, and they well know, also, that there are no railroads in the United States that do operate so low as these bills present in any State.

Q.—Have you reference to the figures in Mr. Luttrell's bill?

A.—The figures in either of these bills.

Q.—Well, now, knowing that?

A.—They would not take the bonds.

Q.—Do you think this information would extend as far as the bonds extend?

A.—Certainly; that is one of the things they would inquire. We found, in negotiating our bonds in European houses, that we had to furnish them with copies of our articles of association and copies of our laws. These bonds are taken by heavy capitalists and distributed, and in fact they indorse them, and upon their bare representation people of small means take the bonds. They are sold to people who will perhaps take a single bond, perhaps half a one, or sometimes will buy a coupon.

Q.—Is the interest on these bonds paid periodically?

A.—Semi-annually.

Q.—The law which you exhibited to capitalists is the very law they seek to amend?

A.—Yes. I do not think there is any road in this State that has been able to make a dividend out of it yet.

Q.—No dividend yet?

A.—No, sir; even the road between San Francisco and San José, which is the best paying road in the State, never paid a dividend. Three years ago it just about made the interest on the capital invested, but the last two years being unfavorable, it has not been able to do that.

*By Mr Wheaton.*

Q.—Did not San Francisco take stock?

A.—They were to take stock. They sold their stock and took three hundred thousand dollars in the road between San Francisco and San José. There was afterwards a settlement by which San Francisco gave their stock up to that road and received back a portion of their bonds.

*By the Chairman.*

Q.—The California Pacific received bonds also; that was not your stock?

A.—Yes; the California Pacific is an independent road to-day.

Q.—It is not amalgamated?

A.—No, sir.

Q.—In no way except that the owners of stock in the one own stock in the other; is that the fact?

A.—Yes, sir.

Q.—That is the only connection?

A.—Yes, sir.

*By the witness*—I think that the capital invested in railroads is entitled to a fair return, and I think it would be bad for the future of the State at this time, when they never yet have made any return, to regulate the rates to their prejudice. It would look bad to the bondholders abroad that the road should not be allowed to manage their business and obtain a fair result. The Constitution of the State says that the Legislature may amend the laws, and you may say they took this with their eyes open, and perhaps that might be a sufficient justification. As to the ability of the Legislature to change the laws, of course they could put down the tariffs so that the roads could not run.

Q.—You said just now that no railroad made any dividend. In that connection, what about the Sacramento Valley—the first holders of that?

A.—They never received a penny dividend, and to-day it has not paid the interest on its bonds. It has not for the last two years. The road from Folsom to Shingle Springs substantially was a loss.

Q.—And yet they have this liberal law of fifteen cents per mile?

A.—There was not the business on the road.

*By the Witness.*

I have here some statistics that I would like to read to the committee, showing the comparative charges on the roads in this State with the roads in the east. I have one table which gives a comparison of the Central Pacific with the Illinois Central, Hannibal and St. Joseph, Chicago and Northwestern, and Union Pacific.

[Here the witness read the statistics, and handed the sheet to the committee.]

Q.—The result of that table is to show that your charges are greater or less?

A.—The result shows that our charges, including the mountain division, are less than all these roads, having an enormous business compared with ours, and in a level country, where they can get coal for one dollar and fifty cents per ton.

Q.—You have to pay more for coal than they do?

A.—Yes, sir.

Q.—Do you have to pay more for all your fuel?

A.—Not for wood; but coal is better than wood.

Q.—Do you use mostly coal for these roads?

A.—We use coal between here and San Francisco, and about two thirds of the road besides. We get it from the Rocky Mountain Coal Company.

[Here the witness read and handed to the committee a comparative statement of the rates on salt and cement, live stock, and stated his intention to submit to the committee the freight tariffs of various roads in the east, as soon as they could be procured.]

Q.—Do you think you have selected roads and localities doing about the same business as you are?

A.—No. They are doing a much larger business, and over a different country, and the roads that contrast least favorably with us of any of these roads are large trunk roads; still, they are not doing such a large business as the New York roads are doing.

Q.—Do you consider it unfair to take New York prices?

A.—I have no objection to contrast them. I have sent for them, and expect to get them shortly. Here is a table illustrative of the business done on the various roads. [Reading paper, which is afterward handed to the Chairman.]

Q.—Your rates, as you now charge them, are not exorbitant as compared with other roads?

A.—In proportion to the business we are doing our roads are lower than the principal roads in any State in the Union. I offer their own reports, their own schedule tariff rates as published, contrasted with our published reports. I have not all of them, but I will submit them to the committee.

Q.—We would like to have them in making up our report, to submit the gist of them to the House.

A.—I hope the committee will do so. The roads are a large interest in the State, and I think it just that the people should be informed of the actual rates charged, so that they may know if the policy of the railroad is a liberal one or not. I am very well satisfied that there is a great deal of misapprehension in the public mind with regard to it, and also in the Legislature. \* \* \* \* \* I propose to the committee to bring in our Superintendents and engineers, who will give you positive information from published works on railway affairs as to the operating cost of railroads on different grades and curves, and the difference in the mountain business. When a road doubles its business it reduces the cost of its road one half, and more than one half the proportion of the cost of operating. If the committee desire it I shall request gentlemen of railroad experience not connected with any of these roads to appear before it.

The committee then adjourned, to meet again on Wednesday, twenty-fourth of January, at seven o'clock P. M.

TUESDAY, January 30th, 1872.

The committee met at seven o'clock P. M., pursuant to adjournment, Giles H. Gray in the chair.

Present—Messrs. Wheaton, Gray, Wright, Connolly, Ellis, Bell, Hayes, Brown, and Rice.

Mr. SAMUEL SEABOUGH,

Was called as a witness by the committee.

*By the Chairman.*

Q.—What is your occupation?

A.—I am an editor.

Q.—With what paper are you connected?

A.—The *Sacramento Union*.

Q.—Your residence?

A.—Sacramento City.

Q.—Do you know whether the *Sacramento Union* has published any articles in reference to the regulation of fares and freights on the railroads in this State?

A.—It has, frequently.

Q.—Were these articles written by you?

A.—Some of them; most of them.

Q.—Have you had any experience in the management of railroads?

A.—Not a bit.

Q.—Have you any knowledge, practical or otherwise, of the cost of constructing railroads?

A.—I do not know anything practically.

Q.—Have you a theoretical knowledge?

A.—Yes; considerable. Yes, I am acquainted with their cost of construction; how they are constructed; how their construction is assisted by subsidies from the nation, from the States or counties, and otherwise.

[The second section of Mr. Freeman's bill was read by the Secretary.]

*By the Chairman.*

Q.—Are you acquainted with the amount of the business and character of the business of any of the roads of this State?

A.—Only as I can gather it from the reports of the railroad companies.

Q.—Have you seen any reports of any railroad in this State?

A.—Yes, sir. I have seen that of the Central Pacific Railroad for the years eighteen hundred and seventy and eighteen hundred and seventy-one. I have seen it estimated (but I do not know whether it was correct) for eighteen hundred and seventy-one.

Q.—Are you acquainted with the cost of railroads in this State?

A.—No, sir; I am not practically acquainted with the cost of construction.

Q.—Are you acquainted with the comparative cost of operating roads upon heavy grades, as compared with roads upon easy or level grades?

A.—No, sir; but I can very well understand the difference between them.

Q.—You do not know what that is?

A.—I do not know what the difference is—no, sir.

Q.—Are you acquainted with the equivalent of curvature, or the loss by curvature in a road, as against a straight road?

A.—No, sir.

Q.—Now, then, will you tell me, from all your information with regard to these roads, what elements of information are necessary in order to determine or enable the construction of a tariff of freights and fares which can be rigidly applied to all the railroads in this State?

A.—First, there is the cost of construction to be considered, and the assistance that the companies received in paying the expenses of the construction; that is one of the very first things to be considered; second, the grades and curvatures; third, the amount of wages paid to employes—conductors, engineers, and mechanics—for the repair and construction of cars, etc.

Q.—Is there not another item?

A.—There may be.

Q.—Do you think the length of the road would make any difference?

A.—Yes, sir; I think the length of the road would make a considerable difference.

Q.—Would the character of the freight make any difference—that is, whether it was raw or manufactured material?

A.—I speak not of actual experience of my own, but from what I have heard of the management and practice of other railroad companies.

Q.—Then the kind of freight has something to do with it?

A.—The amount of freight has.

Q.—Well, I mean the kind of freight—whether it is manufactured or raw material—whether it is wool in the bale or manufactured?

A.—I should think so; I should think freight would be carried cheapest which would occupy least room and might be most easily handled. I should think, for instance, that the staple of wheat in this State could be carried cheaper than any other article; next to that would probably come wool, and next to wool, wines and fruits—all products of this State.

Q.—You have a reason for that, I presume?

A.—Yes, sir; the amount and compactness of that kind of freight, and the facility in handling it.

Q.—Now, suppose a suit of clothes weighs five pounds, and say a package of wool weighs five pounds, why should you charge more for carrying the suit of clothes than the wool?

A.—I do not think we should, if the suit of clothes occupies a less space than the wool. If the freightage of that kind of material is equal in quantity with the other, I should think it ought to be handled as cheaply as the other, at least; perhaps even more so.

Q.—Suppose you should charge for the wool the same that you could afford to pay upon the suit of clothes, would it not be a hardship to the community?

A.—Yes, sir; but that is a question I never thought much of; that considers what people can afford to pay, rather than what would be a just compensation for the service.

Q.—Do you think it should be an element of information for the Committee what people can afford to pay, as well as what it would cost?

A.—Yes, if that does not mean that they will tax the people all they can afford to pay. Now, if the committee will permit me, I will state that in both the Western and Eastern States, on all the main trunk railroads they carry the staples of grain and flour cheaper than anything else. I believe at one time they carried them for eight dollars per ton from Chicago to New York (I think a distance of nine hundred and

sixty miles). That is much below the average freight on any main trunk railroad.

Q.—Now, perhaps, you can answer my question, which was, in determining upon a rigid tariff which we are to apply to all the railroads of this State, do you consider that the kind of material to be carried should be looked at?

A.—Undoubtedly; yes.

Q.—Has the population of the country through which the railroad passes to be considered in determining the tariff of way freights and fares?

A.—That depends. There might be a road running from the City of San Francisco to another city of equal size and commercial activity, which two cities would interchange the wares for a vast country on each side. Then I should say the population of the intervening country should not be considered, because the tariff on such railroad might be more than that on another railroad of the same size that does not terminate in these cities.

Q.—Allow me to explain that these questions are not prepared particularly for you, but it has been testified here before this committee that all the characteristics must be considered in fixing upon a rigid tariff of these freights and fares. That is the object in asking this question. Now, then, you have stated that the distance is not to be considered as very material. Is that your answer?

A.—No, that was not quite my answer. I said that was not an essential matter necessary always, because it might happen that a road passing from one great city to another great city would do more business than another road passing from one small place to another small place, even with a multitude of small places and a dense population on both sides of it.

Q.—I will ask you this question: take for example freight for three cents per mile. You take up an article of freight to carry it twenty miles at three cents, the cost of taking it up and the cost of laying it down is the same, whether you carry it twenty miles or five hundred miles. What the railroad company would get from three cents per mile for the five hundred miles, and the three cents per mile for twenty miles, would be a greater profit to the railroad company for the greater distance, would it not?

A.—That should be taken into consideration.

Q.—Your answer corresponds, then, with the statement made to me about that matter of distance?

A.—Well, I think that way freight ought to be charged more than through freight.

Q.—Then you think the committee would be justified in making a larger tariff for way freights than for long distances?

A.—I should think so.

Q.—Is climate an element that we are to consider in fixing this rigid tariff. Can you conceive of a case, taking the line of the Central Pacific Railroad, in which climate is a consideration, or element of information?

A.—Well, I suppose in fixing a tariff of freight and fares in the State of California you would be governed more or less by the tariffs of other States having a similar climate. No hotter in Summer or colder in Winter.

Q.—Would you mention some States that have a similar climate?

A.—I should say that circumstances nearly relating to these are seen in the State of Pennsylvania, in the road over the Alleghany Mountains.



This road would be liable to be obstructed by snow, as it runs to an altitude of four thousand feet above the level of the sea, so that railroading would be about the same as the road from Colfax to an altitude of four thousand feet above the level of the sea.

Q.—Going from Colfax to Truckee we pass through the highest altitude, do we not?

A.—Yes. I think the highest altitude is the summit, and I say that railroading would be much about the same at an altitude of four thousand feet. Still, I would say that railroading there was somewhat different from anything in the Eastern States, and that some allowance ought to be made on that account.

Q.—Then there is no State that occurs to you that would exactly compare with the State of California between Colfax and Truckee?

A.—Hardly—none that I know of.

Q.—I think snow sheds are not known in the United States, except in this State?

A.—No, sir. But, then, if the railroad companies are assisted in the construction of their roads so as to cover the expense of snow sheds, that consideration would make a vast difference. I understand that this railroad received forty-eight thousand dollars per mile for all the road they built.

Q.—I should judge Mr. Seabough, from some articles that I have lately seen in the *Sacramento Union*, that you could give us some information as to the legislation of other States upon this subject. Do you desire to do so?

A.—Not so much about the legislation of other States. I understand that the Legislature of Illinois appointed a Commission to settle this matter of maximum rates of freights in that State. I have no better authority than the Chicago press, from which I understand that they have classified the roads according to the amount of their gross earnings on the business they have done. I think that class number one embraces all those that do business to the amount of ten thousand dollars per mile, gross earnings. I think the maximum that they are allowed to charge on freights, (I am not quite sure that I am correct) is about three cents per mile; it may be three and a half cents. On second class roads I think the maximum is about four and a half cents. Second class roads, if my memory is correct, are such as do a business amounting to eight thousand five hundred dollars per mile. Then there are third and fourth class roads, which are allowed to charge as high as five and six cents per mile. That is what I gathered from the reports of the Commission. I think there is a case pending now in one of the Courts of Illinois in which the Commissioners are prosecuting a railroad company for exceeding these rates.

Q.—Then rigid rates are not yet applied practically even in the State of Illinois?

A.—No, I think not, but I understand that these rates are higher than are charged as the average rates of Illinois, and generally by the Eastern and Western States.

Q.—Are you speaking of freights or passengers?

A.—Freights. The fares and freights, as I understand it, are about the same thing. If there is any difference, I think it is in favor of the freights.

Q.—For how long a time is this average per mile taken?

A.—For one year, gross earnings.

Q.—This bill before us does not seem to attempt to classify the roads

at all. From all the information you have gathered, is it necessary to classify the roads?

A.—I should think so. I have always regarded it as a defect in any of them that you do not classify the roads. I think it would be absurd to set a maximum for the road, for instance from here to Vallejo, and apply that to the roads east of here.

Q.—I think you stated that the roads were classified according to their gross earnings?

A.—That is the way, if my memory serves me right.

Q.—They have a Commission for what purpose?

A.—To classify these roads and fix prices that they shall not exceed. For fares, I think this was, but as I remarked, I think the fares and freights are about the same, or if there is any difference, the freights are lower than the fares.

Q.—Then this Commission must require a report from the railroad companies to ascertain their gross earnings?

A.—Yes. I did not see that report, but I understand there was one. The road from Chicago to St. Louis and the Illinois Central, I believe, are classified as first class. What I have seen on the subject, I have seen in the newspapers, not in any volume. I have never seen the report of that Commission, any further than a synopsis embracing these points that I mention.

Q.—Is there any other item of information which occurs to you that you think would be useful to the committee? If there is, I wish you would state it of your own accord?

A.—Well, I do not like to do that, but there is one thing that suggests itself to me. It is that there should not be so much discrimination between through freights and fares and way freights and fares as there is. Freights and fares for a distance of fifty or one hundred and fifty, or three hundred or four hundred miles, should not be three or four times above those for distances such as six hundred or eight hundred miles.

Q.—Still, there should be a difference?

A.—There should be a difference, but not so large. I am informed by merchants of this city that the freight on an article like flour from this city to Truckee is fifteen dollars. I believe, at all events—

*By the Chairman.*

Mr. Towne, what is the rate?

*By Mr. Towne.*

I do not remember, just now.

*By Mr. Wheaton.*

I would like to ask, Mr. Chairman, if this evidence is to be confined to facts—to the knowledge of the witnesses? This is hearsay testimony, and amounts to nothing. It only protracts this examination.

*By the Chairman.*

I think Mr. Wheaton is right.

*By the Chairman to the Witness.*

Q.—Suppose it should appear on examination that the receipts of the road, from, say, Rocklin to Truckee, were only one quarter of the expenses, would that change your opinion in reference to the rule as to way freights?

A.—I do not know, sir, that. It would be mere opinion of the line, and if opinions or hearsay is not competent evidence before this committee, I do not consider my opinion would be of any service. All I know of the subject I am ready to give, but it is all from newspapers, or what I have heard from merchants. I have had no business on railroads myself—none at all. I have heard from a schedule that the fare from this city to Marysville is about three cents per mile for passengers, and from Marysville to Chico, on the same line of road (forty-four miles), is about seven cents. I read that, and I suppose that is hearsay, and I do not know whether to offer it. To a certainty, it can be ascertained from the railroad company.

Q.—Well, you have stated that in Illinois there has been an effort to regulate fares and freight?

A.—Yes, sir; I read that in a newspaper.

Q.—Do you know that that law has been successfully put in force?

A.—I do not know, sir. What I do know is, that in the reports of the newspapers in which I have read these rates established by this commission, these rates are higher than the present rates in Illinois.

Q.—Well, you can answer this: have not the Chicago papers stated that it was entire failure to enforce a rigid tariff of freights in that State?

A.—I have seen it stated editorially in the Chicago *Tribune* that in the bill to regulate fares and freights on all railroads it would be very difficult to distinguish one thing from another.

Q.—Do you know whether the Mayor of Chicago stated that?

A.—I do not know, sir. I know that all the papers have complained within the last two years of the exorbitant rates that have been paid; the complaint is general.

*By Mr. Wright.*

Q.—You were saying that in your opinion it would be absurd to fix the maximum price for the Sacramento Valley Road, the Stockton roads, and the Central Pacific all alike; that is, the same maximum price for all the roads?

A.—That was not exactly what I said; I think it would be absurd to fix a maximum for the Vallejo Road, or the road from here to Oakland, and apply that rate to the road from here to Truckee.

Q.—I would like to know the reason why?

A.—The difference in grades, snow sheds, the difference in curvatures and obstructions; that is all.

Q.—Now, those Commissioners in Illinois that classified the roads, did they make it so that by that classification they were enabled to charge different rates, and yet they only considered in classifying the roads the amount of business they did?

A.—Yes, sir; I understand that to be the case.

Q.—Do you think that the same thing can be taken into consideration here for classifying the roads?

A.—Well, it would not be so proper here as it would be there; that is, I should not think there should be so much stress laid upon that method

of classification here as there. The roads in the State of Illinois have been in operation for a good number of years, and men of business there can calculate what they will do in the next four or five years; but it is not so here. The railroad built up the Sacramento Valley, although there is no population there, it is likely to do a great deal of business. In Illinois the farms are generally small—five to six hundred acres; while in California we have farms of five thousand acres.

Q.—The main thing considered by this Commission seems to be the amount of business, whereas here other things should be considered?

A.—Yes, I should think other things should be considered.

Q.—Such as the matter of grade?

A.—It undoubtedly costs the railroad company more to carry a car load of goods from here to Truckee than from here to Vallejo, or over any valley roads, for an equal distance.

Q.—Is there any other State in the Union in which railroads are liable to the same heavy rains or heavy droughts that they are in this State?

A.—That is a subject I never considered much. I do not suppose there is any other State where railroads are liable to be carried bodily away by the floods, as some of the valley roads in this State are.

Q.—Would not that be an element which should be considered in fixing this rigid tariff?

A.—No, sir; I should think not. That would run as an element in the matter of the construction of the road, because if our railroads here were banked up, and had a sufficient number of culverts, they could be raised entirely above the highest floods.

Q.—Is there any precedent which railroad engineers could follow in the construction of railroads in California so as to avoid these heavy rains?

A.—I do not know that there is any engineering skill in that. It is as it strikes me.

Q.—Is there any other State in which they have such heavy rains?

A.—Railroads are liable to be washed away in other States, but I do not know any other States in which so large a space of country is liable to be flooded for so long a time in flood seasons. Our flood seasons are every five or eight years, and I remarked that I thought if they made their embankments higher and increased their culverts that they could avoid that destruction by floods.

By permission of the committee Mr. Stanford interrogated the witness as follows:

Q.—You stated that the Illinois Central were classified as a first class business?

A.—I stated that as my opinion.

Q.—Do you know their rates of charges?

A.—I do not know them.

Q.—Do you know how they operate with reference to the charges on the various roads in California?

A.—I do not know that, sir.

Q.—Do you know whether they are higher or lower?

A.—Very much lower.

Q.—What, first class rates?

A.—Yes, sir.

Q.—Have you ever seen their freight tariff?

A.—I have, somewhere or other. There is some volume of the rates of charges. I am not quite sure that they were Illinois Central, but I

know they were Illinois roads. I think I have seen the charges for freight.

Q.—Are you familiar with the rates charged for freight on the roads in California?

A.—No, sir; not with the rates of freight. I never could get hold of any published tariff of freight. I could have got their bills very readily, but I could not have got hold of any published tariff of way freights, or of way fares. I know this, that at one time when the tickets were two dollars and a half by the way of Oakland to San Francisco I paid, myself, two dollars and a quarter for a passage from here to Stockton. I believe the present fare from here to San Francisco is four dollars, whilst the fare from here to Truckee is nine dollars and six bits, I think.

Q.—Are you acquainted with the number of people travelling over the different portions of the Central Pacific?

A.—I should think there was about as many traveling from here to Truckee as to San Francisco by the road.

Q.—Can you mention the rates between Sacramento and Marysville, and between Marysville and Oroville?

A.—No. I can between Marysville and Chico.

Q.—Do you know the number of passengers traveling over that portion of the road?

A.—I do not.

Q.—Do you know the amount of business being done in freight?

A.—No, sir. It would be impossible for me to know that.

Q.—Do you know whether any of the roads in this State are making dividends or not.

A.—I do not know what you call dividends. I have somewhere in some volume read a statement of the transactions of the Central Pacific Railroad for the year eighteen hundred and seventy, in which I found that their net profits on gross receipts was about forty-eight or forty-nine per cent; and I have read a statement since then in a newspaper (in the *Alta California* and in the *Sacramento Reporter*), in which they have intended to give a statement of the receipts of the Central Pacific Railroad Company for the year eighteen hundred and seventy-one. I think, if I recollect right, there were nine million five hundred thousand dollars or nine million six hundred thousand dollars gross receipts. I presume that was on the whole length of the road, including the road from here to Ogden, and the Northern Pacific. The net profits were five million two hundred thousand dollars. I saw that stated. Of my own knowledge I know nothing.

Q.—Do you know what was included in expenses?

A.—I suppose there were other expenses.

Q.—Was the interest on the bonds included?

A.—I do not recollect whether that was so or not.

Q.—Do you know whether extraordinary expenses and taxes were included?

A.—I understand the fires were included in operating expenses. Taxes, I think, were included. I am not sure.

Q.—You do not know?

A.—I am not sure.

Q.—Have you ever seen any of the reports of the Central Pacific, made to the Secretary of State?

A.—No, I have not. I supposed when I read this article in the newspapers that it was on proper authority.

Q.—Do you not know of the statistics prepared for the Secretary of State, of the various railroads in this State?

A.—I have just answered that question. I do not recollect.

Q.—Suppose you wanted to ship a car load of freight to a way station, say, ten miles, what price would you judge would be a fair price per ton?

A.—I will answer that question in my own way. I will say this: that in making a tariff regulating way freights, they should be governed to a certain extent by what other roads are doing; and according to the information I have on the subject of railroads not exceeding five hundred or six hundred miles in length, for distances between twenty and thirty miles, I do not think the charges on way fares and freights are more than about sixty to eighty per cent over the through freights or fares.

Q.—You say that they should be guided by the experience of other States. Is that taking a majority of the other States?

A.—No; I think it would be hardly fair that the people of this State, because a majority of the railroad companies in other States should be making certain charges, should pay the same, while the railroad companies in this State are living on money they have borrowed, or on subsidies that were given to them; and I therefore think there should be some discrimination in favor of the people of this State against the railroad.

Q.—What do you mean by subsidies?

A.—Gifts, or loans in the nature of gifts. For instance, if the Government of the United States gives to a railroad company, or to a canal company, or any other corporation, one million of dollars at an interest of six per cent, at a time when money could not be borrowed by that company for less than eighteen per cent, I consider it a clear gift. It is an equivalent of a gift of twelve per cent.

Q.—If a person lends you money and takes security on your property, would you consider that a gift, or is it a fair loan?

A.—If money is worth ten per cent and I can find any kind man who will lend me money at two per cent, I consider that gives me eight per cent clear.

Q.—Do you know that the Government gave this road anything?

A.—I understand that the Government loaned the Central Pacific and all the roads in California. I understand the Government gave that company about twenty-nine millions five hundred thousand dollars for the purposes of construction, in bonds. This is loaned them at six per cent per annum.

Q.—That is, they loan their bonds, drawing six per cent. Did they take security?

A.—They exacted certain things in the charter.

Q.—Do they not hold security on the road?

A.—I suppose so.

Q.—Does the Government pay any more than six per cent itself on its bonds?

A.—No, sir.

Q.—It exacts that from the companies, does it not?

A.—Yes, sir. They promise to pay it.

Q.—It takes security for that promise?

A.—I do not understand that the company have paid interest every year. I understand the company do not.

Q.—Do you not understand that the company complies with this contract?

A.—You asked me if the Government exact their money for the interest. I understand that the company does not pay that interest.

Q.—The Government takes security for it. Do you know what the railroad company sold the bonds of the Government for?

A.—No, sir, I do not.

Q.—Do you know what Government bonds were worth in currency along in eighteen hundred and sixty-four and eighteen hundred and sixty-five?

A.—I suppose they should have been worth par in currency.

Q.—Was there not a time when the currency was down as low as forty cents on the dollar, in eighteen hundred and sixty-four and eighteen hundred and sixty-five?

A.—Yes.

Q.—Do you know whether there is any one railroad company in this State that is making interest on its cost?

A.—No, I do not know that, sir. I do not know.

Q.—Do you think it would be wise for the Legislature of this State to make a rate that would prohibit the people of any portion of this State from having a railroad, if they were willing to pay a price for freight and passengers that would justify a railroad company from building a road?

A.—Yes; I think it would be wise of the Legislature not to stand it. There might be some people here and there who might be willing to pay twenty or thirty cents per ton per mile, and I think it would be wise of the Legislature to reject the wishes of these people, and pass a general law regulating the rates of fares and freights, and reducing the maximum now in force.

Q.—I understood you to say that the question of the amount of grades, curvatures, and business of the railroads should be taken into consideration as to how and at what rates the railroad might operate. If that is the case, can you fix an arbitrary rate which shall be just in its application to all railroads and to the community?

A.—In all States, railroads have grades, and curvatures, and snows, and other things of that kind. In the valleys of this State, railroad building is cheaper than anywhere in the world, and operating ought to be as cheap. I understand that the railroad companies of this State (or the railroad company) have reduced the wages of their employes, and it does not cost them much more for fuel than it does in the Eastern and Western States.

Q.—Do you know of any State in this Union that limits the railroads (leaving out the State of Illinois) for all distances and for all kinds of goods, for such a low rate as fifteen cents per ton per mile?

A.—I do not know that any State except Illinois limits them at all.

Q.—Yet you do say that you do not know of any State in the Union that charges so high a rate as fifteen cents per ton per mile?

A.—I do not know; I do not know of any State except Illinois that limits them at all.

Q.—Have you looked at the freight tariffs of the various roads?

A.—Yes; the first I found was about eight and three fourth cents per ton per mile. I think that was a short railroad somewhere in the New England States. I think it is about as long as the road from here to —. I believe that road carries freight for eight and three fourth cents per ton per mile.

Q.—That was the lowest?

A.—That was the very highest.

Q.—You do not remember the name of that road?

A.—I think it starts from a place called Willamette.

Q.—Do you know what railroad carries its passengers the cheapest in the United States?

A.—I think the Pennsylvania Central road does that.

Q.—For short distances?

A.—Short or long.

Q.—What is the lowest rate per mile for a short distance that is accepted by any railroad?

A.—For a distance not exceeding fifteen miles? I will not be positive, but I think it is only three cents.

Q.—Do you know what the Flushing Railroad charges?

A.—No, sir.

Q.—Do you know what the charge is from San Francisco to San Antonio?

A.—No, I do not know. I know what it is from San Francisco to San José. I believe it is four cents per mile, and I think it is fifty miles.

Q.—Do you know whether there are any railroads in this State that would be obliged to suspend operations under such rates as are prescribed in these bills under consideration?

A.—No, Governor, I do not think there is a single road in this State that would be obliged to suspend operations, but on way fares and freights they would get more trade and make more money.

Q.—Are you familiar with the population on the Central Pacific road?

A.—Yes, sir. There is not much population there, because it costs them too much for transportation.

Q.—Do you know the population of this State?

A.—Yes, sir.

Q.—Now, if you were to reduce the rates along these roads, would that materially affect or increase the population?

A.—I think so. I think if fares and freights were a great deal cheaper than they are—for instance, from here to San Joaquin River—in a few years that there would be an immense amount of population.

Q.—Do you know the amount of business that is done from Sacramento to Shingle Springs?

A.—No, sir; but I think it is very small.

Q.—After all, their profits must bear some kind of proportion to the population?

A.—Yes.

Q.—Do you know what rates they charge?

A.—No, I do not.

Q.—Do you know the average charge on the Central Pacific Railroad?

A.—Do you mean way or through freight?

Q.—Either?

A.—No, sir, I have never averaged it.

Q.—Do you know what the through rates are?

A.—Whatever I know is from hearsay.

Q.—Coming back again—I think you have said that all kinds of goods ought not to be carried at the same rates. For instance, the same number of pounds of silk as the same number of pounds of sheet iron?

A.—I should think it ought not.



Q.—A barrel of powder should not be carried at the same rate as ordinary merchandise?

A.—I have answered that question before. I said there should be discrimination.

Q.—So with any other kind of goods?

A.—Yes.

*By Mr. Bell.*

Q.—What in your opinion should be the difference of freights charged from here to Truckee, and the same distance on the valley road?

A.—Well, I should say this, that the valley roads, where the grade is easiest, should be allowed to charge, say three and a half cents per ton per mile (or four or five cents, whatever the standard may be), and from here to Truckee they should be allowed to charge more.

*By Mr. Stanford.*

Q.—On what basis do you make that estimate?

A.—Because I think it costs that much to operate the road and keep it in repair.

Q.—On what basis do you arrive at the calculation?

A.—It is just my opinion.

Q.—Mere opinion? You do not know the actual expense?

A.—No, sir; I am not a railroad man. I am not an engineer. I have no practical knowledge of railroads.

Q.—You do not know the cost?

A.—No; I only suppose the cost is greater, as you have snow sheds, and you sometimes have to clear the track. You have five engines to use, and the trains running over the grade would naturally wear out your road track.

Q.—Do you know the comparative cost of the road and that of any other equal distance from Sacramento?

A.—No, sir; I do not. I think it is much greater; five or six times as great.

Q.—Do you know the actual cost of the snow sheds in the mountains, per mile?

A.—No, sir; I do not.

Q.—Do you take that into consideration in reckoning the cost of the road?

A.—I would take that into consideration.

Q.—In estimating the difference of five or six times as much, would you take into consideration all cost?

A.—In a long road like this I would not consider that the cost of the company to ship on one hundred and twenty miles of road, and say that because that one hundred and twenty miles of road cost them three or four times as much, therefore on that particular part of the road they should be allowed to charge three or four times as much as anywhere else, because there are five hundred miles of the road that does not cost them anything.

Q.—Do you know that?

A.—I believe I do.

Q.—What did it cost?

A.—I do not know; I am governed when I say this by these considerations, the cost of grading where the ground is level and the cost of the

ties. There is a great deal of that country where the cost of grading is very inconsiderable, not much more than on level ground.

Q.—Do you know how far they had to go for water?

A.—No, sir; I do not. I believe they were close to the Truckee River.

Q.—Do you know how far the water is now brought to stations? Do you know whether we carry water on the cars to supply the engines?

A.—I do not know, sir.

Q.—What would be a fair price for fares from Sacramento to the State line?

A.—I have not considered that subject, and cannot say.

Q.—Cannot you give what would be a fair price?

A.—I have never considered the subject. I say this, that the freights and fares of this State ought not to be much higher than in the Eastern States.

Q.—Do you know the cost of the California Pacific Railroad, or if it ever paid its operating expenses and interest on its bonds?

A.—No, I cannot say. I believe it does not, because I understand they have a large debt and are paying a great deal of interest.

Q.—Do you know why they had a large debt?

A.—No. I thought it was mismanagement.

Q.—Was it mismanagement in the construction or the sale of their bonds?

A.—I do not remember just now, exactly. I remember I had a conversation on the subject once, and the result of that conversation was that it put it on my mind that it was general mismanagement; want of appreciation of the value of money; too high interest; pay too much interest. While the Central Pacific Railroad Company was operating with capital at six per cent per annum, they were operating at one and a half per cent per month.

*By Mr. Brown.*

Q.—Have you examined this bill thoroughly?

A.—I have.

Q.—Do you think that it is a right thing for the State of California to legislate with reference to the law regulating railroad freights, and do you think this bill is what is required?

A.—I fancy it ought to be amended so as to cover the difference between transportation over heavy grades, curvatures, etc., and the valley roads. Over the road from San Francisco to Visalia, when it is constructed, there will undoubtedly be an immense tonnage to be transported, and on account of the quantity and quality of that tonnage to be transported there they ought to carry cheaper than they do. The tonnage between here and Nevada is the same, and it will be the same with the Oregon road (or branch of the Central Pacific road). They will have a very great tonnage two or three years after it has been completed, and it is in that kind of a country where railroads can be constructed cheaper than in any other.

*By the Chairman.*

Q.—Did you not forget, or did you intentionally omit, when you said that the bill should be amended so as to discriminate between roads of different grades, that it ought to discriminate between classes of goods?

A.—I said before that I do not think all goods could be carried for the same. The trouble is this, that if the maximum is fixed at all at a high figure, the people who use the railroads are left too much at the mercy of the company to discriminate for them. The bill, I think, should mention certain kinds of freight that never should go beyond such and such a figure; such, for instance, as wheat and wool, wood and lumber, grapes, fruits, and wines, which are the staples of this country.

*By Mr. Stanford.*

Q.—Do you think it wise for the roads of this State to observe the same classification as the roads in the Eastern States?

A.—In what respect?

Q.—Well, the railroad companies in the East have a meeting of their general freight agents twice a year for the purpose of classifying goods into an uniform table—for instance, goods of one kind are classified as first class; another kind as second; another kind as third. If a shipper wants to ship over the various roads, or various kinds of goods, he looks at their tariff, and he knows what they charge—say through from San Francisco to New York; do you think it wise, or not, for this State to observe the same rule as is observed in the other States?

A.—Well, I do not know about that. I do not know that the general management of the business of these railroads has anything to commend itself particularly to California, except that they carry much cheaper than you do.

Q.—Have you ever taken any road of this State and compared the amount of passengers carried with any road in the East?

A.—No, I have not done that. As to the tonnage, our tonnage in this State is more prospective at the present time. We, in all probability, during this coming year will produce some millions of bushels of grain more than any State in the East, or in the Union, and we will probably increase in the amount of grain which will be produced, to a very high percentage for the next ten or twelve years, so that in five or six years our railroad tonnage here will be greater than most of the railroad companies in the East. I understand that this bill looks in a great measure to the protection of the farmers, in the future, in the valleys of California.

Q.—Do you think it would be wise in this State to fix a rate so low that the railroad companies could not afford to carry?

A.—Oh no, no sir, I do not; I think it would be very difficult to do that, and I do not think there is a man in the State who desires to do it.

Q.—What do you suppose the railroad company could carry freight, say for five miles—ordinary freight?

A.—I have already told you that; at least, I think the difference between way fares and freights and through fares and freights for distances over twenty miles, and from that to one hundred and one hundred and fifty miles, on lines that extend for five hundred or six hundred miles in length, should be sixty or seventy per cent; I think that—I do not know.

Q.—Have you any idea that the roads in this State can afford to do business for all distances at less rates than they can do for the same distances in the East?

A.—Oh, no; I do not think they would be required to do business at less rates than in the East.

Q.—Now, as an illustration: here is a manufacturer of brooms, say, in

this locality; he wants to load a car with brooms and send them up to the next station, say ten miles; that load would weigh, perhaps, half a ton; still it occupies the space of ten tons of ordinary goods; an ordinary freight car weighs about nine tons, so that we carry something less than a ton of dead weight for each ton of freight transported. Do you think that such rates as those mentioned in the bill would compensate the company—ten cents per ton; do you think that would be right?

A.—Well, yes; I think it would be right.

Q.—That would be fifty cents.

A.—I think it would be right. You would not make much money on that particular article, but you would make it up on something else.

*By the Chairman.*

Q.—How much would it cost to load and unload a car load of brooms; would not it cost fifty cents?

A.—I cannot imagine how much; I believe that this railroad company generally in such cases require people to load them themselves.

Q.—This bill requires the railroad company to load and unload, itself.

A.—Well, when I answered that question I considered these things: that railroad companies in the Eastern States do exactly this; when they do carry freights of that kind in that way they make up whatever they lose by that by carrying other kinds of goods at higher rates.

*By Mr. Stanford.*

Q.—What road is that?

A.—There are a good many roads in the East whose maximum rates do not equal that.

Q.—Name some of them.

A.—The Philadelphia and Reading Railroad. If you will allow me to turn to some papers I will mention a good many. I think the Michigan Southern is the same.

Q.—Is the Illinois Central?

A.—I do not know, sir.

Q.—Now, in a level country an engine takes a train of cars, of which one of the cars is to be left at a station or side track. Have you any knowledge of the cost of stopping and starting a train to switch a car off on the side track?

A.—No; that is practical railroad business, and I do not know that.

Q.—Do you think that the railroad should do business for anybody at a loss?

A.—I think the railroads should do business just like other people; that they should count everything—count the whole business they do in all ways for the whole year, and compute the percentage of their profits or losses. When the law lays down a rate of freights or fares that they shall not exceed, it is not to be considered that the makers of the law shall know every article of freight and mention it specifically as an exception to the general rule. They might take your article of brooms, for instance, and they might take an article of feathers, an article of mirrors, and an article of acids, on which you charge heavy rates; they might take a dozen or two or sixty of these articles, and mention them as exceptions to the general rate established there as a maximum. They might make these exceptions and say the railroads should receive fifty or one hundred per cent more,

or any percentage you please that would strike the committee or the legislative body as fair and just.

Q.—Then they ought to pay their cost of transportation?

A.—I should think your article of brooms and some others should not be included in the general law.

Q.—The roads must get their expenses from some source or other. Now, with brooms, mirrors, nitric acid, etc.; Mr. Morrill, we will say, deals in ordinary merchandise. Do you think that while the railroad carries these at a positive loss, that they must charge him extra to indemnify themselves?

A.—I said that nitric acid and such like freight as would take up a great deal of space or are very costly might be mentioned as exceptions to the general rule. The transportation companies might be allowed to charge double, or one and a half, or treble rates, but I think also that certain other articles, such as wheat, wool, lumber, wood, wines, and fruits, should be mentioned as articles on which they should not charge maximum rates.

Q.—Do you mean to say that the railroad companies should carry some things at a positive loss?

A.—I am not quite sure, but I think that some railroad companies in the United States do carry some kinds of freight at a positive loss, and make it up on something else.

Q.—Do you think it ought to be compulsory upon them that they should do so?

A.—That depends upon circumstances. If the law is so as to require it, they should not be allowed to violate the law.

Q.—Well, we are here for the purpose of making a law to guide these transactions.

A.—I think the law should except certain articles.

Q.—Should it be compulsory on the railroad company to take goods at a positive loss, under any circumstances?

A.—Well, no; I would not think the law should be so put if it could be avoided, but I do not see how you could draw a law that would include all articles, with the exceptions, that would be just.

*By Mr. Stanford.*

Yes, there is no such thing as drawing an arbitrary law for all kinds of goods for all distances, for all grades and all curvatures, for all roads in the country and all mountain passes, that can be just or can permit of the construction of railroads.

PAUL MORRILL

Was called as a witness before the committee.

*By the Chairman.*

Question.—You are one of the proprietors of the *Sacramento Union*?

Answer.—Yes.

Q.—You reside in Sacramento?

A.—Yes, sir.

Q.—If it would suit you better, you may make your own statements upon this subject. You know about what we want to know.

A.—I do not know anything particular. Mr. Seabough knows all that I know, and has given all that I should be able to give. I do not know of any points that I could give that would be of use to the committee. If you were to mention any particular point I might tell you what I knew.

Q.—I do not wish you to expose any editorial secrets. Do you choose to answer this question: Did you write this article?

A.—I do not know, sir, what article that is.

Q.—It is an article entitled "Power over Corporations."

A.—No, sir.

Q.—Have you written any articles with reference to freights and fares in the *Sacramento Union*?

A.—No, sir.

Q.—Have you any practical knowledge in reference to railroads which you can give to assist the committee in this matter?

A.—No, sir; not that I know of.

Q.—Do your views substantially agree with those of Mr. Seabough?

A.—Yes, sir.

*By Mr. Stanford.*

Q.—Do you not consider that in regulating freights and fares the cost of the roads, the amount of tonnage, the carrying capacity, the number of passengers, the grades and curvatures of the lines of road, and the business they do, with the classification of freight, should all be taken into consideration?

A.—I am not prepared to answer that question—to give you any satisfactory information. I think Mr. Seabough has answered that pretty well, and I coincide with his views.

Q.—Do you think the classification of goods should be taken into consideration?

A.—Mr. Seabough has stated it as fully and satisfactorily as I could do. I think they should be to a certain extent. There ought to be some classification of goods, but not the customary one.

Q.—Should the cost of the railroads be taken into consideration?

A.—I think so.

Q.—And its grade?

A.—I think so.

Q.—And the climate?

A.—I think so.

Q.—And the amount of business, should that be taken into consideration?

A.—I think so.

Q.—Are you advised as to these things, so far as they relate to the various railroads in this State?

A.—No, sir.

Q.—Do you know the amount of business in freight and passengers on any one railroad in the State?

A.—No, sir; I do not know that.

Q.—Do you know the comparative cost of operating the roads in this State, as compared with the roads in the Eastern States?

A.—Only what I gather from what I read in the newspapers.

Q.—Do you know the comparative rates charged upon the roads in this State and the average roads in the Eastern States?

A.—No, I do not.

Q.—Do you know the comparative business done on these roads, compared with the business done on roads in the Eastern States?

A.—No, sir.

Q.—Do you know the actual rates charged on any railroad in this State?

A.—I do not know what rates are charged. I only know what I have heard.

Q.—Do you know any particular road in the Eastern States that does not charge more for some kinds of goods for some distances, than the maximum prescribed by our own law for all distances?

A.—No; I am not particularly acquainted with the matter.

ANDREW STEVENSON

Was called as a witness, and examined as follows:

*By the Chairman.*

Question.—What is your occupation?

Answer.—Farmer.

Q.—Where do you reside?

A.—In Solano.

Q.—Are you interested in any of the railroads in this State?

A.—A very little. We have a little railroad in our county.

Q.—What is your connection with that road?

A.—I have a little money invested in it.

Q.—Are you aware of the cost of its construction?

A.—I do not know that I am, sir. It is a very level road, and we paid ten thousand dollars per mile for the iron and ties laid down.

Q.—How long is it?

A.—Five miles.

Q.—Do you know the cost of running the road?

A.—I do not. We are running with the machinery of the Central Pacific, or rather the California Pacific road.

Q.—Have you read Mr. Freeman's bill?

A.—Yes.

Q.—Can you run under that bill and make a profit?

A.—No, sir, we cannot turn a wheel.

Q.—Cannot you make money at seven cents?

A.—We can run at ten cents; we cannot run at less.

Q.—You have five miles of road?

A.—Yes, sir.

Q.—You can load and unload the freight, running at ten cents, on your road?

A.—We can do it, but we have not been doing it.

Q.—You could not do it otherwise?

A.—Well, you see our road was built for carrying fruit. We have received this year from some ten or fifteen miles of back country, the orchard and early fruits and late ones. It is necessary to get these articles to San Francisco quick, to make money that way. Say one hundred thousand boxes of fruit come off that road in the course of six months, these boxes weigh from twenty to forty pounds each, and we have been in the habit of charging so much a package. We operate that road to accommodate that country above, and they helped to build the

road—gave their money to get the accommodation, which prevents their having to go by the river and sloughs adjacent, and we can get no more from them than they are willing to stand. These are the prices we have been running for: we have been taking hay at fifty cents per ton, and for boxes of fruit we charge from three to five cents per box. We cannot run at any other charges. They are teaming twenty miles—ten one way and ten the other. The intention was to go on with this road up the valley, and the people up there are anxious for the railroad to go up to them. They are increasing in population all the time, and they are very anxious that some one should reach them by railroad. This legislation would destroy all that, for nobody would build one up there. They are very willing to give considerable help.

Q.—Now, suppose we should fix such a tariff that would apply to the Central Pacific Railroad and all its branches as would put down the freights and fares in some places, and compel the Central Pacific to increase them in other places to make up the difference; how would that be likely to affect you over there?

A.—It would not affect us at all if you left the law as it is; but if you made any law that would apply to us it would ruin us, unless you raised it.

*By Mr. Wright.*

Q.—What would you charge on merchandise per ton up from the Central Pacific to your depot?

A.—I think we are charging a dollar per ton. That is double the rate laid down in that bill.

Q.—What do you charge for a single passenger over that road?

A.—A passenger goes and returns with us from one of our depots to the other for four bits; both ways.

Q.—Going only one way?

A.—We take four bits.

Q.—This bill would only allow twenty cents?

A.—That would be too low. We could not stand that. The freight charges of the railroad in our county are perfectly reasonable, and no one has complained of them; that is, on the California Pacific.

Q.—Then it is a mistake as to the complaints from Yolo and Solano Counties, that Mr. Freeman has made?

A.—The difference between Yolo County and Solano is just this: we gave two hundred thousand dollars to build that road, and Yolo refused to give anything.

Q.—Do you load and unload freight (fruit)?

A.—We load it, and we charge somebody two bits for that.

Q.—Mr. Freeman would make you load and unload it?

A.—Then somebody would have to pay two bits for loading it.

*By Mr. Freeman.*

Q.—If the road was a little longer could you afford to do it?

A.—No, I think not. These gentlemen think they could get it loaded for less than two bits a ton, but they could not. The Governor knows that they cannot load it in our county for less than two bits a ton. Ours is a short road, but we have gone through everything that a long road has gone through.



*By Mr. Stanford.*

Q.—How would you do if you had to provide your own rolling stock?

A.—We could not run a bit.

Q.—Your road is a feeder for the main line, is it not?

A.—That is what it is. There is several thousands of tons of vegetables; all those fruits, the earliest that are produced in the State, come from there. It comes by other channels to San Francisco. After the California Pacific was built, then the idea was to build this railroad. The railroad cost from twelve to thirteen thousand dollars per mile, and the people were so anxious to get the railroad, to save the hauling ten miles, that they actually gave a subsidy to build it. We can afford to run, but the California Pacific had to furnish the rolling stock.

*By Mr. Wright.*

Q.—That is furnished by the main road without any charge to you?

A.—Yes.

MAJOR WILSON

Was then called as a witness by the committee.

*By the Chairman.*

Q.—Where do you reside?

A.—In Solano County.

Q.—What is your occupation?

A.—I am a farmer.

Q.—Have you any connection with railroads?

A.—I have some little connection with Mr. Stevens, here.

Q.—What relation do you bear to that road?

A.—I am called the President of it. I have nothing to do with it.

Q.—You have heard this bill read. What effect would it have upon your road?

A.—It would have a mighty bad effect. If it was forced upon us we should be compelled to shut up.

Q.—Do you agree with Mr. Stevens's testimony entirely?

A.—Yes, entirely.

S. S. MONTAGUE

Was called by the committee as a witness.

*By the Chairman.*

Question.—What is your occupation?

Answer.—I am a civil engineer.

Q.—Do you bear any relation to any railroads in this State?

A.—I am Chief Engineer of the Central Pacific Railroad, and some others.

Q.—What others?

A.—The California Pacific, San Diego, and San Francisco and North Pacific.

Q.—Have you any experience in the construction of railroads?

A.—Yes, sir; a good many years.

Q.—Have you any particular knowledge of the cost of constructing railroads?

A.—Yes, sir, I have.

Q.—And of the running of railroads?

A.—Yes, sir. I have not the management of the operating of railroads, but I am generally conversant with it.

*By Mr. Stanford—(By permission of the committee.)*

Question.—How does the Central Pacific Railroad compare in cost with other roads in the United States?

Answer.—In this State it is much greater than the cost of any other railroad with which I am acquainted in the United States.

Q.—Are there any roads in the United States with as heavy grades, and that make the same maximum grade in an equal distance?

A.—No, sir; there is but one road that I know that has the same maximum grade as this road has, but its altitude is much less.

Q.—Which road is that?

A.—The Baltimore and Ohio road, for a few miles, has as high a grade; the summit altitude is a little higher.

Q.—What is the altitude that the Central Pacific railroad has to make in order to reach the summit?

A.—Seven thousand and seventeen feet.

*By the Chairman.*

Q.—What is the summit altitude on the road you spoke of?

A.—I do not remember exactly. I think it is about three thousand seven hundred feet. I am not certain about that. It is upwards of three thousand feet.

Q.—It is above the snow line, is it not?

A.—Well, I am unable to say what amount of snow they have there upon the mountains. I never was over that line. They have a greater or less snowfall on the Alleghanies lower than that point, but what amount I am unable to say. It passes above the snow line, no doubt.

Q.—What elements should be taken into consideration in determining the cost of operating railroads, and the price at which they can afford to operate?

A.—Well, in the first place the cost of construction, the length of the road, its grades, curvatures, and the amount of population in the country through which the road runs, and the consequent amount of business that can be expected. The climate has more or less to do with it. It has great influence on the cost of operating, and the cost of the maintenance of the track and way.

Q.—Take the cost of the comparative power of an engine upon various grades as compared with level ground?

A.—Taking the actual power of an engine, commencing with the level grades—an engine that can move, say eighty cars on a level, at the rate of ten miles per hour, will not move over from thirty to thirty-five cars on a twenty foot grade, and as the grades increase the number of cars decreases, till, on a grade of one hundred feet to the mile, the engine that can move eighty cars would move only eight or nine—not more than eight. I have a table here which shows the proportional number of cars an engine can haul over different grades. I will state that it agrees pretty nearly with my experience in practice. It differs in some

particulars in a trifling degree from our own actual practice in working an engine over our own grades, from the fact that it is made on the assumption that both engine and road are in perfect condition.

Q.—What is the speed you use to run a freight train?

A.—We run freight trains at a low rate of speed; the time assigned them is usually from ten to fifteen miles per hour.

Q.—Is that merely for their motion?

A.—That is intended to give them time enough on the time tables so that they can make up their time between stations, as it often occurs that they are detained by business at the stations, so that they are compelled to run faster; still, when they haul the maximum number of cars an engine cannot run much faster.

Q.—What is the title of the book you named?

A.—This is from the report of Colonel James H. Simson to the Secretary of the Interior, September sixteenth, eighteen hundred and sixty-five; it was made during the location of the Western Division of the Union Pacific road, west of Omaha. They had got two or three roads surveyed—one was shorter with high grades and the others had low grades—and to enable them to arrive at a decision as to the comparative cost of the different roads this report was elicited. The table to which I wish to call your attention is one showing the proportional number of cars an engine can haul up different grades at the same velocity. Take a level grade, at a speed of ten miles per hour, an engine will move ninety and two tenths cars; that is probably a little higher than it would be found in actual practice, because this presumes the perfect condition of the engine and road. On a grade of ten feet per mile the same engine will haul fifty-six and two tenths cars; on a grade of twenty feet it will haul forty and four tenths cars—showing a difference between a grade of twenty feet and a level grade of two and one half to one.

On a thirty foot grade it will haul thirty-one and three tenths cars.

On a forty foot grade it will haul twenty-five and three tenths cars.

On a fifty foot grade it will haul twenty-one and two tenths cars.

On a sixty foot grade it will haul eighteen cars.

On a seventy foot grade it will haul fifteen and six tenths cars.

On an eighty foot grade it will haul thirteen and eight tenths cars.

On a ninety foot grade it will haul twelve and two tenths cars.

On a one hundred foot grade it will haul nine and nine tenths cars.

On a one hundred and twenty foot grade it will haul eight and nine tenths cars.

Nine cars is the practical maximum load that we can take over the mountains by our engines. Our maximum grades are actually one hundred and sixteen feet to the mile, and taking the effect of curvature into account, it would increase them probably above one hundred and thirty feet to the mile.

*By Mr. Stanford.*

Q.—Our engines that haul freight over the mountains are a much heavier class than are required to move one hundred cars on a level road in the valley, are they not?

A.—Yes, sir.

Q.—In the table the effect of curves was not taken into account, was it?

A.—This is simply the effect of grade. Of course, the effect of the curvatures must be added.

Q.—What is the comparative cost of hauling freight trains over the

Sierra Nevada Mountains as compared with the easy grades in the valleys, where they do not exceed twenty feet to the mile?

A.—Fully five to one.

*By the Chairman.*

Q.—I thought you said two and a half to one?

A.—No. This is a comparison between the actual power of an engine to handle cars on a twenty foot grade and a dead level. The Governor's question is the comparative cost of moving the trains over the maximum grades as compared with the level grades. It requires five times the power.

*By Mr. Stanford.*

Q.—Now, as regards the maintenance on those high grades?

A.—It costs a great deal more. I cannot give you the actual comparative cost, but it is three or four times greater—that is, including rolling stock.

Q.—Do you take into consideration the estimate of the construction and repairing of snowsheds?

A.—No, sir; I did not take in the construction of the snowsheds. That was not in the cost of the first construction of the road. I speak now of the maintenance of the track.

Q.—In addition to that, then, is the cost of keeping these snowsheds in repair?

A.—Yes, sir.

Q.—Take into consideration the additional force required, engines and men, at the stations along the snowy portions of the road.

A.—That will be an element in the cost of maintaining the sheds over the road. We are compelled to keep a large additional force of men during one month, at least, to keep the road open during the Winter months.

*By Mr. Ellis.*

Q.—Taking into consideration the construction of the snowsheds, how would that particular portion of the road compare with the other roads in the valley?

A.—The expense is five to six times as much.

*By Mr. Stanford.*

Q.—You are somewhat familiar with the prices charged for freight over the mountains?

A.—Generally so, but I am not up in the details of the freight tariff.

Q.—You are, also, with the freight charged in the valleys?

A.—Yes, sir.

Q.—In proportion to the services rendered on the mountainous portion as compared with the service rendered in the valleys, are the rates greater or less on the mountains?

A.—They are less.

Q.—Will you give the equivalent of level line for the distance from Rocklin to the summit, taking the elevation into account?

A.—The actual length is eighty-three miles. The difference in altitude is six thousand seven hundred and sixty-eight feet. That altitude is equal to an additional distance of three hundred and thirty-eight

miles, making the equivalent distance four hundred and twenty-one miles.

Q.—Now take the distance from the summit to the State line, and take the grades there and make the comparison upon the same basis as you did the other?

A.—The distance from the summit to the State line is thirty-three miles. The altitude of the State line is five thousand one hundred and thirty-eight feet. The difference in altitude of the two points is one thousand eight hundred and seventy-nine feet, and the equivalent distance of level ground would be ninety-three miles, which added to the thirty-three miles would make it one hundred and twenty-six miles.

Q.—Then the actual operating of the road from Rocklin to the State line is equal to how many miles?

A.—It is equivalent to five hundred and forty-seven miles.

Q.—And the actual distance by measurement?

A.—It is one hundred and sixteen miles.

Q.—What proportion would that be?

A.—Nearly five to one. It is four and seventy-one one hundredths—nearly five times.

Q.—Does that agree, then, with the other estimates from an entirely different stand-point?

A.—Yes, it does.

Q.—If the road stopped at Truckee it would be five times as much. Truckee is the commercial point?

A.—Yes; that would be so. It is the more natural point to be considered.

*By the Chairman.*

Q.—What is the highest grade on the Western Pacific road, between San Leandro and Stockton?

A.—Fifty-two and nine tenths feet to the mile. That is without regard to the curvature, which must be added to it.

*By Mr. Stanford.*

Q.—Can you go through the same calculation from Bantas to Ellis, in the same way as to the summit.

A.—Yes.

*By the Chairman.*

Q.—Take the road from Rocklin to Truckee. What is that road equivalent to in a road on a level grade?

A.—It is equivalent to a road five times its length.

Q.—Now, I want to know the same thing with regard to the Western Pacific road. Do you know how many cars an engine will haul there?

A.—I think fifteen or sixteen is a maximum load.

Q.—That will be not quite double. You say nine cars is a maximum load?

A.—Yes, on the maximum grades of the Central Pacific road. The actual distance from Ellis to Altamont is fourteen miles. Its equivalent distance would be about forty-two miles.

*By Mr. Stanford.*

Q.—Take it from the summit again, down to Niles?

A.—The actual distance from the summit to Niles is twenty-six miles. The grades are not uniform; there are some portions for some short distances where the grade is considerably below the maximum; I cannot state exactly without referring to the grades what the equivalent would be, but it will be about two to one; I should say fifty-two miles.

*By the Chairman.*

Q.—In practice, how much of the road do you give the benefit of the grade? Over which part of the road do you send your double engine?

A.—We have to send our "double headers" over the whole of the road in which this maximum grade occurs, although there may be some intervening portions of the road in which the grades are lighter. A short section of this maximum grade makes a ruling grade for that division, and trains must be made up with reference to the ruling grade.

Q.—Between what points do you make up the trains?

A.—Between Niles and Ellis.

*By Mr. Stanford.*

Q.—What is that distance?

A.—Forty miles, and its equivalent distance would be ninety-four miles. I do not state that exactly, but it is very near it.

Q.—Now, on all roads, making up freight trains, you make them up with reference to the maximum grade they must pass over?

A.—Yes, sir.

Q.—So, on the California Pacific, its having heavy grades in a portion of the road, necessitates trains being made up from Sacramento and Vallejo with reference to the heavy grade and the power of the engine required over that heavy grade?

A.—Yes, they must be so made up, or else you must keep additional power constantly at these points to keep the train going.

*By the Chairman.*

Q.—What are the points on that road between which you use the additional power?

A.—Between Bridgeport and Napa Junction our grades are eighty-five feet, without the curve. This is the portion on which the power is indispensable.

Q.—Do they make up the trains with the extra power and run them through to Bridgeport from Napa Junction, or other points?

A.—No, sir; I think in actual practice the trains have been made up from Sacramento or Davisville Junction, where the Marysville trains connect, and run through to Vallejo. They are made up there with reference to this grade.

Q.—In practical operation of the roads you cannot always conform your trains to the precise distance within which the heavy grades occur?

A.—Not always.

*By Mr. Stanford.*

Q.—Among railroad engineers what is the estimated cost of starting and stopping a freight train?

A.—I think it is estimated, generally, too low. It is usually estimated that the starting and stopping of an ordinary freight train, of say thirty cars, costs one dollar, but I think it costs often enough from three to four; that is, in doing the ordinary business of the freight as regards switching and so forth.

Q.—When you stop at a station and have a car to switch off, what is it commonly estimated to cost?

A.—I think that the ordinary estimate is much below the actual cost, because there is a large element of wear and tear in the handling of cars in that manner, and more cars are damaged and more actual repairs are required in consequence of this very handling than by any other incident or accident to cars during their whole journey, and I take it that if there were any way of keeping an account the amount would come not to a dollar only but from three to five dollars.

Q.—When a car is loaded and marked for a way station, in practice how far does that car generally run?

A.—Well, I should say that ordinarily it runs from six to eight times the distance necessary for the actual service required of stopping at the way station.

Q.—It goes until it finds some other transferring point, and that is more frequently a terminal station than a way station?

A.—Yes; it often has to be hauled back the entire distance—very frequently.

Q.—From your knowledge of railroading is it practicable to fix an arbitrary rate for freights and passengers for all roads that will be just to all roads?

A.—No, sir; it is my opinion it is not; it is impossible to do so.

Q.—An arbitrary rate, under which a road with easy grades, curves, and doing a large amount of business might operate, and which would regulate the business there, would be prohibitory to roads of more costly construction, heavier grades and curves, and with less business?

A.—Certainly.

Q.—Could you fix an arbitrary rate, having reference to the various kinds of goods, that shall be just to the shipper and to the railroads?

A.—No; under the circumstances under which roads are built and operated you cannot. If the actual cost of the road was capable of being fixed, the actual cost of its maintenance known, and the amount of business it would do, then there might be a possibility of fixing an arbitrary tariff which would not be entirely unjust as regards that road; but that not being the case, and all of these elements being so variable, as they are in all roads, not only in different roads, but in the same road—business constantly fluctuating and the cost of maintenance being subject to a great many contingencies—I do not think it possible to fix an arbitrary rate that would be just for any one road, much less that would be just when applied to all roads.

Q.—Would it be treating shippers fairly and equally to ship and charge according to the service performed—to charge a man who occupies the space of a car with very light goods, such as brooms, the same per ton that you would charge another shipper who should have an average class of goods that would permit of putting in ten tons to a car?

A.—No, sir; I think you would be doing an injustice to the shipper

who had the average class of goods. You would compel him to pay as much for the car as you would ask for ten times the quantity from the other. To charge the same per ton would be to render more service for one man than you do for the other for the same amount of compensation.

*By the Chairman.*

Q.—Have you had any experience in constructing Eastern roads?

A.—To some extent, yes, sir.

Q.—Do you find it necessary, from your experience of the heavy rains of California, to construct different or more or less extensive waterways than you would in the Eastern States generally?

A.—My experience has been that we have to incur a much greater expense here for the construction of waterways than we do on the ordinary roads in the Eastern States. In the first place, the rain in California, as is well known, all occurs during an interval of a very few months, and we must provide not only for the total annual amount of rainfall, but for the maximum amount that may fall during these few months of excessive rain. Then, again, in the construction of the earlier roads of this State, and even to the present time, there are no reliable data from which we can determine the actual amount of waterway required. In the older States and in other countries, particularly in Europe and the Eastern States, the operations of the annual rainfall have been recorded for a long term of years. The customary, and in fact, the only safe method in calculating the amount of water, is to base it upon the data so made. The calculations of the amount of water at any particular point must be taken into consideration; the area of watershed to be drained; the amount of annual rainfall; and the maximum amount which has ever been recorded as one fall during any particular period in that particular section of country. In this country up to the present time we have no such data. We are obliged to act as our judgment may best dictate; the various ways that may be necessary to pass the water; the size of bridges and culverts at different points. As is well known, our ravines on the plains and on the mountains during the Summer season are dry, and in the Winter season may become rivers and torrents, although there is nothing in the ordinary seasons, perhaps for a term of several years. There are no marks remaining by which we can determine the amount of water that has flowed through these drains at different points, or which may be likely to fall and require an outlet, consequently we are compelled to base our calculations upon the best information we can get from the residents of the locality, and we are frequently misinformed. We have found that our estimates were below the actual rains of the country. Now, during this rain of the last few weeks, upon the Western Pacific there are several points where we have had large culverts washed away and embankments washed away at points where before the construction of the road they never had a drop of water pass through, where they have been perfectly dry; yet these culverts were constructed, as we supposed, large enough, basing our estimate upon the best information we could get from residents and old settlers. We found, as I stated before, that we had been at fault, and made them too small, and these contingencies are constantly arising and will arise continually until we have reliable data upon which to base our calculations.



*By Mr. Stanford.*

Question.—Has the damage been very heavy to the railroads with which you are connected?

Answer.—In the valleys, yes.

*By the Chairman.*

Question.—Upon the Western Pacific road, before these last rains, do you know the concurrent opinion of all the engineers of your own road, as well as of such Eastern engineers as have passed over it and looked at it, as to whether the waterways were sufficient or not? If so, what was it?

Answer.—I think I do. I know the opinion of the engineers who have been connected with the road, and have also heard opinions expressed by a number of engineers from the Eastern States, who passed over the road, (many of them examined it with a good deal of care), and, so far as I know, it was the universal opinion, both of ourselves and others, that they were in excess of the necessities of the case. They considered it more than ample.

Q.—What has been the expression in reference to it?

A.—The expression, so far as came to my knowledge was that the waterways were more than sufficient.

Q.—Are they more than are usual in the Eastern States?

A.—I do not know that I have heard an expression of comparison with those in the East.

*By Mr. Stanford.*

Q.—What did the Government Commissioners say about the waterways provided in the Central Pacific railroad?

A.—I recollect particularly that they expressed their opinion that we had provided two or three times as much waterway as was necessary.

Q.—What did they say about the San Joaquin and Mokelumne Rivers?

A.—I am very confident they made similar expressions with regard to these streams. I passed over the road with the Government officials myself, some of whom were engineers of large experience (larger probably than any one on this coast), and they all gave this as their opinion in regard to them. Their opinion was that our waterways, in the cases of many of the principal streams—say the Mokelumne and San Joaquin Rivers, and the Alameda and San Antonio Creeks, were much larger than were required.

Q.—What has it resulted in this Winter; were they sufficient, or not, judging from actual experience this Winter?

A.—From our experience this Winter, our waterways over the larger streams have been sufficient for this Winter's water, but I will state also, that in the largest streams the water has not been nearly up to what is high water mark, while the smaller streams have been high in many places, and have broken away our bridges and culverts, and broken away our embankments. In the larger streams the water has in no instance risen within several feet of their former high water marks.

Q.—Do you know any of the facts in reference to the California Pacific, to show what was the opinion of leading engineers with reference to the road before the rain, and what has been the practical experience this Winter?

A.—No, sir, I do not know that I ever heard an expression of opinion by engineers in regard to that road before rain. I have had nothing to do with it until within these last few months, so that I only know the facts that have occurred since the commencement of the storms.

Q.—Do you know whether the construction—the trestlework—was considered a substantial work between Sacramento and Davisville, under the ordinary rules of engineering, or not?

A.—Well, as I stated before (I have always had my own opinion about it). I have never heard any expression of opinion about it.

Q.—Can you state what it will cost to place the California Pacific in the position it was in before the rains?

A.—No, I would not like to state. I have made no estimate, and I cannot do it without a proper examination. I can only say that it will cost a large sum—several hundred thousand dollars..

Q.—In the Eastern States, I understand that professional engineers have fixed rules, and reliable rules, with reference to the construction of waterways, have they not?

A.—Yes, sir.

Q.—Now, until this Winter, I would like to know if engineers have the same rule for the construction of railroads (or as perfect a rule) in this State?

A.—They have not, sir. It is still a matter to be found out by experiment and observation—more a matter of observation. It requires data, in order to determine that question, which we are not yet in possession of.

Q.—You consider the matter of the construction of railroads in this State, is controlled by different rules in this respect, than in any other State of the Union?

A.—It is undoubtedly so. In England, they have more accurate data for regulating these things than even in the Eastern States—also on the continent of Europe.

Q.—Would you consider it wise for us to fix a rigid tariff, until the rules for the construction of railroads are laid down as well as they are in the Eastern States?

A.—I should think not. I do not think it would be possible to frame a law of that kind that would do justice to the railroad companies.

Q.—Is it possible to close the construction account of a railroad, until after some several seasons have passed over, in this State?

A.—No, sir. Our construction account is not closed on any line with which I am connected.

*By Mr. Stanford.*

Q.—Is the railroad system more than partially developed in this State?

A.—It is not.

Q.—Only to a small extent?

A.—Only to a small extent.

Q.—How many lines of road are now in course of construction in this State, that you are connected with?

A.—The California and Oregon, the Oregon division of the Central Pacific, the San Joaquin division, the San Pablo and Tulare, the San Francisco and North Pacific, between Healdsburg and Cloverdale.

*By Mr. Bell.*

Q.—Will you please state, in general terms, the approximate figure you think it will cost to put the roads you are connected with into repair after the damages caused by this late rain?

A.—It will cost not less than a million dollars.

*By Mr. Ellis.*

Q.—I would like to ask what, in your opinion, is the difference in cost of running a train up a grade or down a grade?

A.—That is a matter that has never been properly (that is, accurately) determined; but my opinion, based upon experience and observation, is that in the operating of a road for a term of years over a grade like the one we are operating over the Sierra Nevadas, if a careful account could be kept, the result would be that it cost more to run down the grade than to go up, on account of the wear and tear of the wheels and rails. The only item in which there is any less expense is in the item of fuel.

MAJOR R. P. HAMMOND

Was called as a witness by the committee.

*By Mr. Stanford.*

Question—You are a civil engineer?

Answer—Yes, sir.

Q.—And a practical railroad man?

A.—I have been connected with railroads since eighteen hundred and sixty-six.

Q.—Superintending them?

A.—In the general management of railroads, yes.

Q.—You are Superintendent of the San Francisco and San José road?

A.—Yes, sir.

Q.—And of the California Pacific?

A.—General Manager of the California Pacific.

Q.—And all their roads connecting?

A.—Yes, sir.

Q.—Now, from your knowledge and experience of these roads and the business they have been doing, could they afford to operate under the rates provided in these bills under consideration?

A.—No, they could not operate at all; I have looked over these bills since I have been here.

Q.—Major, do you know whether the California Pacific Railroad, either under your management or under the previous management, has ever been able to earn enough to pay the operating expenses and the interest on its bonds?

A.—It never did pay them, either the operating expenses or the interest upon its bonds, from the time it first started.

Q.—Has the San Francisco and San José Railroad ever been able to make a dividend?

A.—They have never paid a dividend yet.

Q.—Did they ever, in any one year, make more than the interest upon the cost of the road, over and above the operating expenses?

A.—In one year (1868-69) we had a good year, crops were good,

and we probably paid the interest on the cost of the road; but not in any other year, either before or since.

Q.—You heard the testimony of Mr. Montague—do you concur with him in reference to the estimated cost of operating roads on heavy and easy grades?

A.—So far as my experience goes, I do. It is more limited than Mr. Montague's. The grades we have to contend with on the old San Jose, nearly one hundred and fifty miles, are fifty-two feet to the mile. Whilst my experience is less than Mr. Montague's I agree with his opinions as to the cost.

Q.—You are conversant with the damages done to the various roads in this State with which Mr. Montague is connected in the late storms. What would be your estimate of the possible cost to put them in good condition?

A.—Well, I supposed at the time that he rather understated it. There must be at least forty miles of the California Pacific road requiring repairs that would amount almost to reconstruction. There is the distance from here to Davisville, and from Knight's Landing to Marysville, (to be sure you cannot arrive exactly at it) the expenses of putting this in order would be almost equal to building an entirely new road. Along the line of the road, too, there is a great deal of damage that has to be repaired at great cost. I put the entire loss at more than Mr. Montague does.

Q.—What do you think would be the result upon the future construction of railroads in this State were these bills to become law?

A.—Practically stopping it all.

Q.—What would be the probable effect upon the credit of the roads, so far as their bonds were concerned, by the passing of this law?

A.—It must be very injurious.

Q.—In your knowledge of the roads of this State, do you consider that any or several of them would be compelled to suspend operations under this law.

A.—I do not think any short roads would run at all; it would stop the roads running out of Stockton and Visalia, the little road down at Los Angeles, the road from Marysville to Oroville, probably, the Napa Valley road and the Sacramento Valley road. These would be stopped utterly; they could not pay the expenses of running.

Q.—Can you move all classes of goods for all distances for the present maximum rate allowed by law?

A.—No, sir. In order to arrive at a proper tariff we are compelled to divide the goods into classes, and charge some according to their bulk, and according to their cost. Some are worth and will pay more. Whether they are easily handled or difficult to handle, easily hurt or not easily hurt, all enter into the composition of the tariff.

Q.—Do you consider it necessary that for the interest of the railroad and the public the same tariff as is adopted in the East should be adopted on the roads in this State?

A.—I think it would be better for the shipper and importer, as well as for the railroad, to take the same tariff as the Eastern roads. You can hardly arrange a tariff by which anybody would know what they had to pay East unless it was done in that way.

Q.—Do you think it is possible to fix an arbitrary tariff that shall affect all railroads and permit the operating and construction of the roads?

A.—No, sir. What would do for one would not do for another. The

traffic and travel, the difference of the settlement of the country, the difference of the cost of construction of the road, and the cost of operating the road, that form the elements that are necessary to enter into the construction of the proper tariff. There is a direct question suggested to me by reading these bills. It would make a very great hardship on a large class of shippers, in fact, practically throw them out of the market entirely. After fixing here in this bill (Mr. Freeman's) the maximum rates for transporting freight, he further adds that all loading and unloading of freight shall be done by or at the expense of said railroad company. Now, the adoption of that rule would absolutely prevent the transporting of several articles of commerce, as, for instance, hay and wood would never be bought in San Francisco at all. The practical mode of handling these things is about this: A man has a quantity of hay which he wants to send to market; he gets his switch put where it is convenient to him, perhaps between two stations, where the railroad company could not possibly keep any force of men to load up goods. When he wants a car he notifies the agent at the nearest station, a car is switched off, and he is permitted to load his own goods.

We can so bring it to market at a cost he can stand; but if the railroad company were compelled to keep a staff of men at that point, the result would be that we could not haul it, and he could not sell it. It is the same with regard to wood. He wants to bring it to the nearest point on the railroad line, with the least hauling. He goes and loads his own wood, if he has an amount of wood that warrants it, and it is hauled by the railroad company at a low price. If the railroad company were obliged to keep men to do the loading, it would practically stop the trade. The same thing may be said with reference to grain. We have several switches along our road that are put in for the accommodation of the farmers. If they were obliged to haul their grain to a station it would cost them a good deal more than to haul it to a switch and load it up. It would really be a hardship to the producer. It is the same way with lumber mills and saw mills, and all that sort of work.

On the San José road we haul a great deal of lumber from Redwood City south. We switch cars off on the side track, where we have no station. The cars are switched on the train and hauled at the least price we can afford to haul at. If we had to keep men there we could not haul it.

*By the Chairman.*

Q.—Your observations are the same with regard to the Central Pacific?

A.—Yes, sir; it would be just the same. The tariff that is proposed in one of these bills is lower than I know of in the Eastern roads—three cents per mile, for passengers. Now, they charge a dollar and seventy-five cents from Dubois to Washington, and there are more people go over that road in a day than go over the roads in this State in a week; yet they get more there than is allowed in this bill. I know, too, that it is eight dollars from Washington to New York. It is a road that I was very conversant with. They run ten or twelve trains a day each way, and an enormous number of passengers, yet they charge more than this tariff allows here. The great difficulty about arranging a tariff here is this: that, practically, you run your cars for eight months in the year twice the distance it is necessary to run them to carry the articles.

In the grain season, on the Southern Pacific road, we run to Gilroy and have return freight during that time; but all the balance of the year we go down with full trains, and come back with empty ones. There is nothing produced there worth speaking of, except wood, so that it is totally unlike the Eastern States, where you have got manufactured articles and raw material; one traveling one way, and the other the other, all the time, so that you run with full trains each way. Here we practically run two miles for one, at least. I would state another thing that comes within my own knowledge in connection with the freight. On the old San José road (which is probably the best paying road in California, for the number of miles), up to eighteen hundred and sixty-nine, from the time the road was constructed, the freight trains never paid their running expenses; in fact, that company would have been better off by at least one hundred thousand dollars if they had never run a freight train over it up to that time. That year was the first that a freight train ever paid anything over that road. We have had one good year since then, when we had a big crop; but from the time they first ran from San Francisco to San José, fifty miles, till then, the freight trains never did pay their expenses in any one year. It is a good road, nevertheless, on account of its running through the largest towns and the most thickly settled part of the country.

*By Mr. Ellis.*

Q.—How would it do to reduce the maximum rates from fifteen cents to seven cents?

A.—It would have this effect, whereas it would put the charges down in some parts of the State it would necessarily injure others by compelling the companies to advance other rates.

Q.—What influence would it have on the agricultural portion of this State to raise the maximum to thirty?

A.—I do not think it would increase the tariff at all in that portion of the State. There are many parts of the State where we lose on it, and in other parts of the State we will charge perhaps seven cents per ton, and make them come equal at the end of the year. If the maximum was reduced we would have to charge higher where we run cheap, in order to pay what we lose.

Q.—Would you charge higher for the products of the farmers in this case?

A.—I do not think it would affect the agricultural rates, because generally we are running over level ground, and the object of the railroad company is of course to bring everything it can, and to put everything down as low as it can be hauled, in order to increase the business. It would affect it, distinctly, if you were to put the maximum down below fifteen cents, because then, as I say, you would have to charge up in order to make up for the money we should lose.

*By Mr. Stanford.*

Q.—Supposing it was put down to seven or ten cents upon all classes of freight, could the railroad company afford to do business from station to station at that rate?

A.—It would not pay. The policy of the railroad company then would be to put it up on certain freight. We are now carrying freight from San Francisco for five dollars per ton; if the maximum was reduced

from fifteen cents to seven cents the farmer would have to pay sixty cents per ton more—that is, perhaps, on five sixths of the business of that road.

Q.—Would not the railroad company decline to carry some goods at all? .

A.—They would have to do so in many instances. .

*By the Chairman.*

Q.—As a common carrier, is not the railroad unable to refuse any freight that is offered?

A.—If the law requires that the railroad company must take all freight that they are offered, as a common carrier, then, as a railroad expert I would advise the solution of the difficulty by abolishing the station. I think that would solve the difficulty, and is probably the way they would do.

*By Mr. Stanford.*

Q.—Suppose there was a large broom factory ten miles from San Francisco, and they would require you to move their brooms for seven cents per ton per mile, do you think you could afford to do that. Do you not think you would abolish that station?

A.—Yes.

*By the Chairman.*

Q.—Was your road to San José constructed in accordance with the usual principles of the construction of railroads?

A.—Well, the road from San Francisco to San José was constructed by W. J. Lewis, and he probably at that time was the most experienced railroad engineer on the coast. He built that road.

Q.—Were the waterways sufficient?

A.—I have often talked to Lewis about it. Lewis was under the impression that he had allowed ample waterways.

Q.—Was that your opinion till before the last rains?

A.—No; the first rains that we had on that road were in eighteen hundred and sixty-six and eighteen hundred and sixty-seven. It washed away the road very considerably. Now, owing to the change of water-courses this year the San José is washed away in places entirely different from what it was in eighteen hundred and sixty-six. The streams have changed. In some places we know what changes them, but in others we do not, as they are changed from causes entirely beyond our observations. In eighteen hundred and sixty-six the road was washed away twelve miles where they have now stood perfectly. That probably is owing to an increased dam made by the water company above the road since that time, and it does not find its outlet across the road as it did then. Now, down on the San José the road is washed away in different places from what it was then. The reason, really, that the roads wash away so much in this country is not entirely from the fact that they were constructed with too little waterways, but that the streams themselves change, and the force of the water comes from a different direction to what was anticipated.

Q.—Then this damage is not the result of defective construction, but should be charged to wear and tear? .

A.—It certainly is not the fault of defective construction, and my

own belief is that no matter what waterway we may leave the road is subject at times to be washed away.

Q.—What account does that increase; the construction account or the maintenance, or the profit and loss account?

A.—The company may keep the construction account open and charge it to construction. If the road was considered finished, we should charge up to repairs.

Q.—Is railroad engineering in the State of California the same or different from any Eastern States, or is there any Eastern State that is like it?

A.—No, I think not. I think it is a peculiar country. It has great peculiarities in the seasons. We have a wet and a dry season, and we have a regular flood about once in ten years; it has been so ever since I have been here. Twenty years ago this month, I was here, and came up to the Capitol in a boat. You see it is not under water now, because they have improved the levees. On account of the very heavy rains occurring within short periods in this country the damage periodically to the embankments of the railroads is greater and more sudden and more disastrous to the companies than it is in those States where the rains are more equally distributed and more gradual, although they may extend over the same or even a greater length of time. Railroad engineering, therefore, in the State of California, having for its object the protection of the railroad embankments against rains and storms, is more difficult and comparatively experimental, and also more expensive than in any other State in the Union.

Q.—What is the highest grade on the San Jose Road?

A.—Nearly one hundred feet, going south.

Q.—With reference to what stations, or between what stations, do you make up your trains to cover the highest grade on the road?

A.—Between San Francisco and Milbrae.

Q.—How far is that?

A.—Seventeen miles.

Q.—Then if there is any distance between San Francisco and Milbrae station that is not on the high grade you have to expend a greater power over that distance than would be absolutely necessary to haul the trains?

A.—Certainly. The trains are made up with reference to the maximum grade for the distance. We make up the trains there and use what we call a "helper" and come back again, because we have no repair shops at the other end of the line. Everything has got to go to San Francisco. We use what we call a "helper" from San Francisco to Milbrae, and then we have to turn back again.

Q.—That is, you send the extra engine from San Francisco to Milbrae, and then it has to come back without a load?

A.—One or two, just as the case may be.

Q.—What number of cars does an ordinary engine take over that high grade, from San Francisco to Milbrae?

A.—We can pull up with the best engine we have got, about twelve cars. It will "crawl" up the grade with about twelve cars.

Q.—What kind of an engine is that?

A.—The engine I refer to has a five foot driving wheel, sixteen by thirty-four cylinder, and weighs about forty-five tons with the tender.

Q.—What is the weight of the engines on the Central, used on the heavy grades from Rocklin?

A.—It is certainly sixty or seventy tons.



Q.—Do you know the rate per mile for passengers on the San Jose road?

A.—The rate per mile for through passengers is four cents, or about that. It is two dollars to San Jose—about fifty miles.

*By Mr. Bell.*

Q.—Do you know of any road in the State now that is not paying expenses on freight; that is, all expenses and the interest on the money invested?

A.—Well, take the Vallejo road, for instance, as it lies to-day. We are probably going into debt every month, thousands of dollars. The San Francisco and North Pacific railroad, as it runs to-day, does not begin to pay operating expenses.

Q.—The Sacramento Valley road—do you know that?

A.—I do not know, but I do not suppose that begins to pay.

Q.—How is it that railroad companies build roads? Is it out of the earnings of the roads, over and above the costs, that they extend the roads. How do they raise money?

A.—There is a good deal in expectation. I have heard on the North Pacific road that they are not paying to-day, but I have no doubt that road will be a good investment of money in the future. I have had something to do with the extension of the old San Jose road—thirty miles, to Gilroy. The whole of that was not constructed out of the receipts of the road.

Q.—Now, to fix an arbitrary rate, would that not interfere with the development of the railroad system of the State, and the extension of these roads?

A.—You have an arbitrary rate fixed now.

Q.—What would be the effect of legislation by this State? Would a change from the maximum rate that is now charged seriously effect the roads in this State?

A.—It would be prohibitory to the extension of railroads in this State.

*By Mr. Ellis.*

Q.—Do you believe that there is any road in this State that is clearing ten per cent upon the whole investment?

A.—No, sir, I have no idea of any road that is doing it.

*By Mr. Stanford.*

Q.—I will ask you whether or not, if the consolidation of the railroads in this State, and the aids by a proportional reduction of the expenses in extending the lines was destroyed, and the railroads separated from one management, they would be able to make the extensions as separate companies?

A.—I think not. It decreases the expenses of Superintendents and management, and it enables one road to help another in its stock of men and material. It only requires one set of employes at the machine shops, one set of managers, and one purchasing department to handle the whole of the roads.

Q.—Have you an idea that any one of the roads now in process of construction in this State could proceed with the work as independent companies?

A.—No, sir, they could not live. They could not be constructed as independent roads at all. The road to Bloomfield no company in the world could construct; they could not make it pay. If they had to have different managements, different Superintendents, and machine shops, it would be prohibitory to the construction. They could not do it.

Q.—Do you suppose any company could afford to construct the road from Gilroy to Watsonville?

A.—No, sir, they could not run it.

Q.—Or the road up the San Joaquin Valley from Lathrop, as an independent road?

A.—I think not.

*By Mr. Ellis.*

Q.—The railroad between San Diego and San Bernardino—what would be the effect on that if this bill were passed?

A.—They would not build it. There are no capitalists on that branch would put money in it.

*By Mr. Wheaton.*

Q.—Do you mean to say that the San José road does not more than pay the expenses of the road?

A.—I do not know, to-day, exactly how it is. The passenger business up to eighteen hundred and seventy and eighteen hundred and seventy-one, when I left the road, paid very well. The freight business never did pay over and above its expenses for one year. I want to impress that upon the committee strongly. I have made a close examination into all their business from the time they started to the time I took hold of it, and up to eighteen hundred and sixty-nine, I am prepared to state distinctly that the freight train never did make its expenses. We charged five cents per ton per mile, and two dollars and fifty cents through, and a little more on way freight—about seven cents.

*By Mr. Stanford.*

Q.—How much did it increase the value of the land from San Mateo to San José?

A.—Several hundred per cent, to my knowledge.

*By Mr. Wheaton.*

Q.—The lands when that road was made were at seven to eight dollars per acre, I think?

A.—Yes. I have known some of them sell for three hundred to four hundred dollars, since.

*By Mr. Stanford.*

Q.—Do you consider the separation or consolidation of the roads advantageous or otherwise to the State?

A.—There is no question that the business of the State, and the section of country through which the road passes, can be handled more cheaply, and better, under the consolidation than it could be under separate companies, but I think it makes it hard on the companies, inasmuch as it

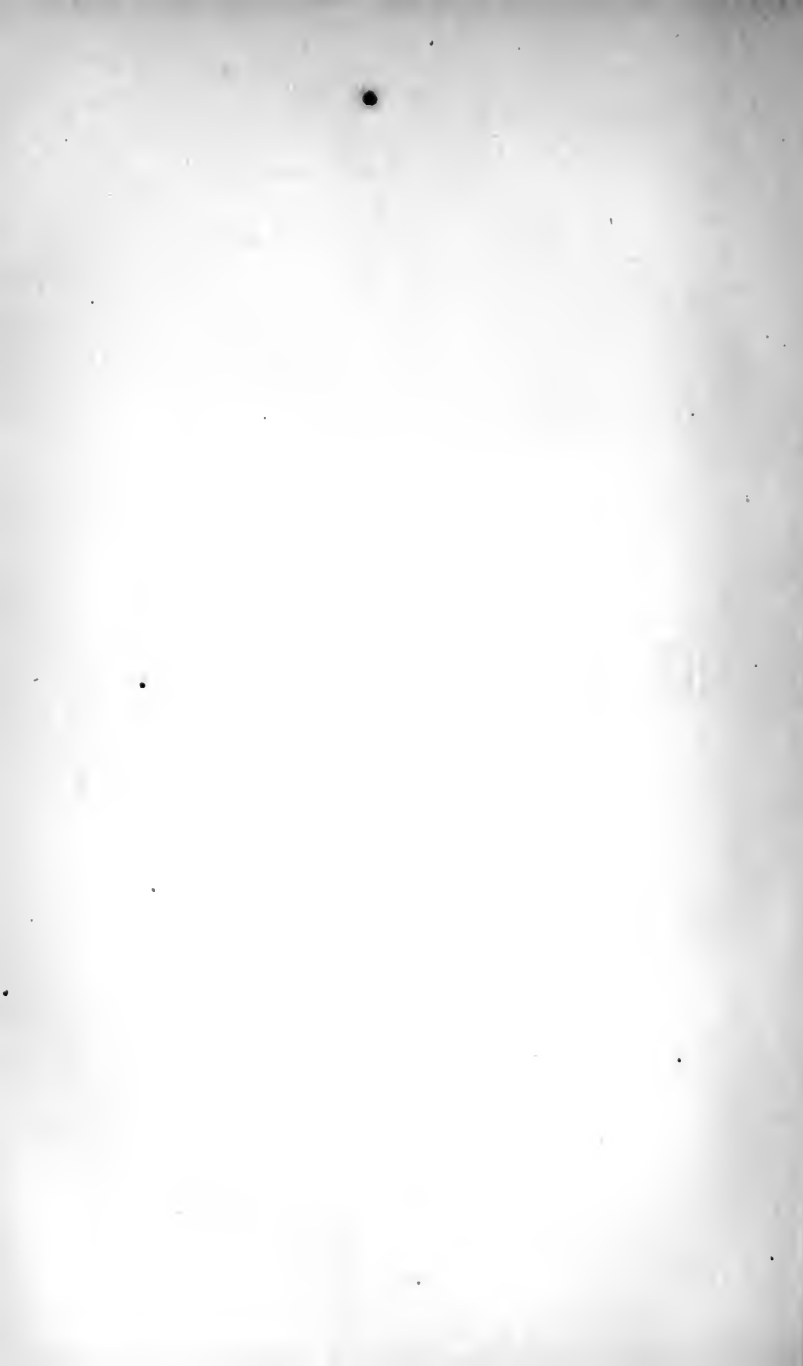
raises a cry of monopoly, and makes enemies to the road. I think the business is handled and done more economically than it could under separate roads and separate managements.

Q.—Is there not much business done on the railroad, in consequence of the consolidation that would not be done otherwise?

A.—Yes, it creates new business. Before the Southern Pacific bought out the San José road, there became a demand for lumber out on the Livermore country. The lumber came from Redwood City, and we had to run it down on our road, and it would go to its destination, on the Western Pacific. The Western Pacific charged us so much a mile for our cars on that road, and the tariff was increased by exactly that much that we had to pay them. Of course, the cars run right through now, and we carry lumber on the two roads for less money to-day.

Q.—The freight may be taken on these branch roads as they are feeders to the main line?

A.—Yes. It would not pay short roads.



# REJECTED EVIDENCE.



## REJECTED EVIDENCE.

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FRIDAY, February 2d, 1872.

COLONEL G. E. GRAY

Was called as a witness before the committee.

*By the Chairman.*

Question.—What is your profession?

Answer.—I am a civil engineer.

Q.—Your residence?

A.—My present residence is San Francisco.

Q.—Do you hold any official position with reference to any railroad in this State?

A.—I am Chief Engineer of the Southern Pacific Railroad and its branches.

Q.—Have you had any experience in the construction of railroads?

A.—I have been engaged in railroad construction nearly thirty years.

Q.—Have you had any experience of the construction of railroads in this State?

A.—Yes, sir.

Q.—How long?

A.—As the Consulting Engineer of the Central Pacific, since eighteen hundred and sixty-five.

Q.—We have met here to ascertain, by investigation, whether that tariff which is fixed in the second section of this bill will be a just and proper tariff to make a rigid rule for all the railroads of this State. Can you tell us, from your experience as a civil engineer, what elements of information are necessary to be understood by us in order to construct a rigid tariff of that nature to apply to all the railroads in this State?

A.—This proposition has been investigated very largely in all of the Eastern States, that is, the defining of a rigid tariff which shall govern all of the roads, and as yet there has not been wisdom and experience sufficient to establish such a tariff. So far as such a tariff as that goes, and for these prices to be applied to the operations of all the roads in this State, it seems to me that it would operate as a prohibition.

Q.—In constructing such a tariff, is it proper for the committee to consider the length of the road?

A.—The length of the road always comes in as an element in making up a tariff of rates of transportation. Short roads are largely in excess of cost over longer distances, because the expense of loading and unloading, and the station expenses, are just as great for a short distance as they are in a long one. The item which you have to consider in a long distance is the wear and tear, and use of capital, on the increased distance.

Q.—Is it proper or necessary to consider the character of the freight—whether it shall be raw material or manufactured; whether it is the products of the earth, or whether it is the products of labor?

A.—Yes, sir; certain classes of freights are bulky as compared with others; they are more expensive to handle, are more risky in transportation, and as they make common carriers responsible, it enters largely into the rate for insurance on goods transported. Light goods oftentimes occupy a bulk that would fill up a car to its full carrying capacity, and yet not average the tonnage of the car, and that is why we charge a certain rate, making it arbitrary on goods. You might take one class of freight and get ten dollars for the car, wherefor really you ought to have fifty. When a rigid tariff of that kind is made up, you at once encounter the practical difficulties of working.

Q.—Suppose that freight to be bars of gold or silver, is there any reason why the railroad company should charge a greater rate of freight upon gold than upon an equal weight in lead?

A.—All these are questions of times and policy. The road might have a large amount of transportation of lead, and the great probability is would have but a small amount of transportation of gold in that form, so that, while your business in transporting lead would occupy your equipment, the chances are that you might not have but one load or partial load in transporting gold bars. The same rule would apply to any other articles. At certain seasons of the year railroads transport wool in large quantities. Wool is light; you cannot compress it into a small compact form; therefore you cannot afford to carry wool at the same rate as you would carry pig metal per ton; you cannot load a car to ten tons capacity. Again, you are obliged to carry wool in a house car; you could carry pig iron on an open car. Again, going back to the question of gold and lead, the company would be expected to assume greater responsibility in carrying gold bars than in taking pig lead. If they lost a gold bar they would be responsible for it; consequently, they are obliged to have an allowance for the expense of the equipment for transportation, as they have to observe a stricter service.

Q.—How is it about the direction—suppose the freight should be lead or metal of any kind in one direction, and the freight back is ore, which is less valuable and more bulky?

A.—There are elements entering into the cost of the transportation. It frequently happens that you are under the necessity of transporting a car over the entire length of your road empty, for the purpose of taking a load in the other direction, so that the small cost of transporting it one way does not cover the whole of the cost. You have to assume that the cars must be taken home again, so that when your trade is all in one direction, you have virtually a double service to perform.

Q.—Suppose that this law should be enacted the same as it is drawn, and that should operate in conjunction with another law that compels a common carrier to take all freight offered to him at some price, would your rule then work wherein you say that a car would have to come



back empty? Suppose the ore to come back is offered, would it be fair policy to apply the rigid tariff to the ore as well as to the metal?

A.—I should think it would be a great hardship to have to apply such rule as that; I consider it as wholly impracticable, because you cannot assume that the dispatcher of freights has any guaranty or any certainty whatever of that car's returning to him loaded; and as I understand the working of the Central Pacific line across the mountains, the preponderance of trade is in one direction.

Q.—Have the population along the line of the road and the intervals between the populous portions of the country to be considered as proper elements to be considered in deciding upon the rates of a tariff?

A.—Certainly; through a populous country you can afford to transport cheaper than you can in a sparsely settled country; your equipment or cost of road is as great in one case as in the other; your locomotive costs just about as much to run in the one case as in the other, as it must necessarily be made up to a capacity to take a load up to a certain limit; and if you have but a little material to transport, of course it must needs be done at a greater price.

Q.—Does the business depend upon the population, to some extent?

A.—Yes, sir.

Q.—Then, in a populous State, would the rates of fare be greater or less than in a sparsely settled State?

A.—In a populous State you could afford to transport passengers and freights at much lower rates than you could in a sparsely populated State.

Q.—Has the construction of the road, that is, whether it is constructed with high grades, or whether it is level, whether it has many or few curves, anything to do with the tariff?

A.—Certainly; while on a level grade your tonnage is large, the tonnage on our maximum grades in California, with the same motive power, would be very small.

Q.—Do you mean the carrying capacity?

A.—Yes, sir.

Q.—Has the climate through which the road runs anything to do with it?

A.—Yes, sir. I think this is an element of cost, as it is perfectly apparent to a casual observer who goes across the mountains and sees the amount expended upon it for taking the road through the snows. It is true that the road might dispense with the snowsheds there—the result would be the blocking up of the road, irretrievably, until the snow was melted away.

Q.—Is there any one of the United States to which you can refer for a tariff which will exactly apply to the roads in the State of California, in all these particulars you have mentioned?

A.—I do not know of one, sir. I am pretty familiar with a good many of the Eastern States, but I do not know of one that can compare with them.

Q.—I suppose you can name a State that has as high grades as these?

A.—Yes, sir. In Virginia, on the Baltimore and Ohio Railroad, there are grades and curves as high and sharp as on our lines here, but they are of short extent.

Q.—Does the road run at as high an altitude as it does here?

A.—No, sir; and the general ascent towards the summit of the Baltimore and Ohio Railroad on each side, before it encounters these heavy

grades, is very easy, while on the Central Pacific, across the Sierra Nevadas, it makes its ascent by a continuous heavy grade.

Q.—This difference in altitude of the road; is that a sufficient difference to prevent your adopting their tariff for this road, if everything else was equal?

A.—If everything else was equal, the difference in altitude would make a very considerable difference.

Q.—Would it make this road run at a loss, while the road there might run at a profit?

A.—Certainly. I think it would.

Q.—That is the result of your engineering experience?

A.—Yes, sir. On each side of that line is a densely populated country; in fact it is quite densely populated to the summit of the Alleghanies, giving it more or less local business all the distance.

Q.—Would the altitude make a difference which would prevent the application of their tariff to this road, even if there was nothing else different between them?

A.—Yes, because ours is so excessive.

Q.—Aside from the altitude, and aside from the snow line, why cannot the tariff on the New York Central Railroad be adopted on the Central Pacific Railroad, from the State line to San Francisco?

A.—From the want of sufficient business. I happen to know something about the New York Central road. I was Engineer of it for fifteen years, and am familiar with all its working. It has unprecedented easy grades in the lines; it has densely populated country, almost, as you may say, a city from one end to the other. Every ten minutes of the twenty-four hours you hear the trains come thundering along. Instead of dragging along five or six or eight cars, they take along fifty or sixty cars, loaded with freight each way. With its original roadbed and structures, the additional cost of doing that business is only governed by their ability to handle the freight and supply rolling stock for it, and that is but a small proportion of the cost of their road.

Q.—Are you acquainted with the grades of the Central Pacific, from Sacramento to Truckee?

A.—Yes, sir.

Q.—What is the highest grade per mile?

A.—One hundred and sixteen feet.

Q.—In making up trains upon that road, between what points do they have to supply the extra power?

A.—The details of that is, of course, more familiar to their officers operating the line, but I know in a general way what their method is. As I understand it, their trains are made up at Rocklin, at the foot of the mountain on this side, and at Truckee, on the other side of the mountains.

Q.—Were you familiar with the construction of the Western Pacific road, from Sacramento to San Francisco, before the late rains?

A.—Somewhat; yes, sir.

Q.—In your opinion, as an engineer, were there supplied to that road the usual amount of waterways throughout?

A.—From my observations of the profiles they have, and the maps of the arrangements for waterways on that line before it was constructed, all of which I saw, my impressions were that they had made an excessive, a very liberal supply of waterways. It seemed to me excessive, judging from my experience in that business in the Eastern States. It did not seem to me necessary to construct such large water-

ways for the creeks, or any of these large streams or rivers, but recent experience has shown that I was mistaken, and that many of these waterways were too limited, and none of them too large.

Q.—Do you speak only with reference to the waterways over the larger streams?

A.—I speak of them generally.

Q.—What about the waterways for the purposes of draining?

A.—I would apply the same to them. My idea was that the water-ways were excessive, all of them, both large and small.

Q.—What has been the actual experience, as illustrated by the effect of the late storms?

A.—The late storms have demonstrated that nearly all of the smaller waterways were too limited. Our larger rivers have not been up to their full height, as indicated by former high water marks.

Q.—Is there any difference in the effect of a rainstorm which discharges a large amount of water in a short period and one which discharges the same amount of water, although it may be distributed over a longer period of time?

A.—Yes, sir; a very great difference. Where it is discharged quickly and runs off rapidly, it goes off with greater force, and any obstruction that it meets in its course is subject to greater or less damage, according to the velocity of the current.

Q.—In any other States have railroad engineers been called upon to meet such kind of storms as we have in the State of California—that is, having reference to the quantity of water falling in so short a space of time?

A.—There is nothing within the limit of my experience. I have observed these things somewhat extensively, and there is nothing like it in all our Eastern experience. While we may have exceedingly high water, the high water marks are well defined. They are evidence plainly visible to the engineer who has observed these things closely; he does not want anyone to tell him about it, but here, in this country, it is exceedingly difficult to get water marks. The sparse population and the small experience of people in this country is not sufficient to give those data that the engineer ought to have to plan his structures to meet the severest requirements.

Q.—When large bodies of water fall within short periods of time, do such storms have any tendency to create new channels for their outlet, or does the water always run off in the old channels?

A.—The experience this year has been to that effect. It seems to have disregarded its old channel ways and formed new ones. On the Southern Pacific line we have been torn to pieces in all directions; some of our waterways did not carry any water at all, because the streams had broken from their channels near the foothills, and from various causes. Perhaps the occupants of the land have made some changes, but in all directions water has burst over and run down where there never was any water before. We have many openings one, two, and three hundred feet wide right over where it was before meadow land and grain fields.

Q.—Do you think that the observations of these last storms will develop any new features in railroad engineering?

A.—In some respects, yes; but I think, Mr. Chairman, that this is one of the difficulties that we have always got to encounter in California. Any man of observation, passing along the foothill slopes, will see that the end of the streams coming down from the mountains are away above

the level of the valley, and level with the foothill land. The débris has been brought down and deposited, and kept raising the bed of the stream. As the stream rises it overflows its banks, and deposits its débris, so forming a series of obstructions in the foothills that we can never guard against so long as the lands are in private ownership. The railroad company have no right to go upon these lands and build levees to keep these streams within their banks, so that from this cause we shall always have more or less difficulty with our roads in very heavy wet winters.

Q.—Are these difficulties at all peculiar to this State?

A.—They are peculiar to this State. They may hold good to a certain extent in Nevada and Utah; but nowhere east of the Rocky Mountains have I seen anything like it.

Q.—Are they of sufficient importance to be considered in making allowance to the railroad companies for loss by repairing the road, over and above what is the usual allowance in other States, for such purposes?

A.—I think it is. I think it is an allowance that should enter into what you may call the cost of the maintenance of the road. It is an element of cost that does not enter into Eastern roads.

Q.—Are you acquainted with the California Pacific road?

A.—Not particularly, sir. I have ridden over it a few times, but I have very little knowledge of that road.

Q.—You have not examined it as an engineer?

A.—No, sir; not sufficiently in detail.

Q.—Where a road terminates like the Central Pacific, upon the one side of a body of water, and the intervention of a boat is necessary for the purpose of finally landing the freight at its destination, is such transportation by boat an element of additional expense which should be considered in fixing a rigid tariff of freights upon the line of that road?

A.—I think it is an element that enters into the cost.

Q.—And for the distance by water, is it right to make the tariff for the same distance by rail apply?

Q.—No, sir; your cost is largely increased where you have to make such a transshipment. It is one of the items that enters into the cost in all of the Eastern roads, as a recognized principle, oftentimes entering into nearly one third of the cost of the transportation over a certain length of line. For many years at Albany, New York, we had to transship our freights and passengers. We have had to pay from sixty-five cents to seventy-five cents per ton for transshipping goods at that point, before the building of the bridge. Some goods were cheaper than others. I think the lower classes were twenty-five cents per ton, but it ran up as high as seventy-five cents, which shows the transshipping of goods at San Francisco Bay to be an element of much greater cost than people imagine, not only for actual labor but the delay in time. Perhaps the time cost is even greater than the labor cost.

Q.—Is that the case when they may be able to run a train immediately upon the boat?

A.—Yes. We may bring a train, of say thirty-five freight cars, but you can only take over some ten or twelve of them at a time. Of course the others must wait for the return boat before they can go over.

Q.—Has the San Francisco Bay any peculiarities in regard to storms and winds that do not apply in the case of Albany?

A.—Yes, sir. The only detention we had in the Hudson River was a

few hours on the breaking up of the ice in the Spring, and the closing of the river in the Winter. Here, we are subject to high and heavy winds in the Summer months, and sometimes they become very difficult and hard to manage with the long ferry boats. Then we have the heavy storms, such as we have had this Winter.

Q.—In your opinion, can you give us a rule by which we can make one rigid tariff that shall be applicable to all the railroads in California?

A.—I do not think I could; if I could it would be what has not been done yet in any railroad in the East.

Q.—Can you give us a rule by which we can fix a rigid tariff which will apply to all the railroads in the State except the line called the Central Pacific Railroad from the State line to San Francisco?

A.—I do not think I could.

Q.—Is the result of your experience that it cannot be done?

A.—That is the result of my experience, and I am sure it is the result of the experience of every practical railroad man that I know.

Q.—Could you give us a tariff that will apply to all railroads of this State, except the Central Pacific, for all articles of freight, excepting case goods, furniture, and machinery?

A.—I do not think you could make any tariff, with any exceptions.

Q.—Your opinion is that the committee have undertaken a very great task?

A.—It is something more than has yet been accomplished.

Q.—This has never been done in any State to your knowledge?

A.—Not to my knowledge; an effort has been made.

Q.—Has any rigid tariff been fixed which was practical and which would apply to all the roads in any one State, without doing injustice to some roads or injustice to the population?

A.—No, sir. While doing a great injustice to the corporations, it is doing a still greater injustice to its patrons, as is found by closely investigating it.

*By Mr. Bell.*

Q.—When you spoke of the tariff as between the people and the railroads, you stated that it would work a hardship to the people; in what respect would it work this hardship?

A.—The hardship I meant would be this: if the company were limited or deprived of its revenues, by running below cost, of course they would shut up their lines, reducing the accommodations, and that would make it a great hardship upon the people. That is what I meant my remarks to apply.

*By Mr. Brown.*

Q.—Does it cost any more to construct a railroad in this State than in the Eastern States?

A.—Yes, sir.

Q.—Does it cost more to run it?

A.—Yes, because labor is higher; cost of material is greater; and I consider the wear and tear upon the rolling stock is greater here per mile than it is in the East.

*By Mr. Bell.*

Q.—Do they have to erect snowsheds on the Baltimore and Ohio Railroad?

A.—No, I think not.

Q.—What would be the comparative difference of running trains over that road and over the Central Pacific road?

A.—The expenses would be very much against us, because their one hundred and sixteen foot grades and ten degree curves are only of short extent.

Q.—Upon which would this tariff bear the hardest, if applied to all the roads except the Central Pacific—upon the roads or upon the people, if a tariff was made to apply both ways the same?

A.—While I say I think it would bear very hardly upon the railroads, I think it would bear harder upon their patrons—or the people, than the roads. The road, of course, would be compelled to regulate its tariff so as to draw the most money it can out of it, but in most cases I believe it would be prohibitory upon most articles. If you could not transport an article, the patrons must suffer, and the State at large would be the greater sufferer.

Q.—Then, in the true interest of the State of California, this committee cannot afford such a tariff as this?

A.—I do not think they can, sir.

Q.—This bill provides that all loading and unloading of freight which may be transported shall be done by or at the expense of the companies?

A.—If that provision were to become law it would bar out, virtually, all of the freight that we are now receiving and transporting, which parties load and unload themselves. It is the lowest class of freight that we transport, and is put in that form because the shippers think they can do this class of work—that is loading and unloading, cheaper than we can; and it is oftentimes at points where we do not keep men for that service. I should look upon that law as absolutely prohibiting that class of business we are doing now, where the shippers do the loading and unloading.

Q.—Is that a thing of greater importance to the people, or to the road?

A.—It is of greater importance to the people than it is to the road, in this wise: the practice develops industries of the State, and indirectly is promoting the welfare of the State; whatever tends to that, of course, increases the ultimate benefit of the road.

Q.—These cases that you speak of, where the parties load the cars themselves, are generally at distances from regular stations, are they not?

A.—In many cases they are. They are almost always a class of products on which we receive a small amount.

Q.—For example, what kind of goods?

A.—More generally lumber, stone, hay, probably brick and ores.

Q.—Then, if we were to prohibit them, would it not have an effect just the same in result as the removal of these localities to a distance from the road?

A.—Certainly, that is so. They would have to haul to a station, and of course that would add to the cost so much that the shipper could not afford it.

Q.—Would it affect the consumer?

A.—The consumer would have to pay an increased price for his article, and if he did not get it, it would bankrupt the producer.

Q.—Are you acquainted with the business of the Southern Pacific Railroad, between San Francisco and San José? Is there much done on that road?

A.—Yes; there is some lumber business and some considerable hay. Within the last year we have developed that business a good deal. We seek to encourage it.

Q.—Is that the policy of the company?

A.—That is the policy of the company—to bring these rates within the access of all who desire to use the road.

Q.—Another provision of this bill is for all case goods, furniture, machinery, to be charged not less than forty cubic feet to the ton, etc. (reading the second section of Mr. Freeman's bill). Is it practicable to adopt that rule as to the road of the Central Pacific Company upon through freights?

A.—I do not think it is practicable to adopt it.

Q.—Can you give us the reason for that?

A.—Well, if you take forty cubic feet of many articles there may be two or three tons put into that bulk. In the instance of case goods, you might have excessively heavy goods, when you would be transporting an excess of pounds of freight and getting only your established arbitrary rate under that Act.

Q.—Suppose a man in New York ships goods through, and passes over intermediate lines to come to the State of California. Is there any reason why that rule should not be adopted by your agent in New York?

A.—I think that they would refuse to ship by us if such rules were applied on our through goods.

Q.—Would that affect you very badly?

A.—I think it would.

Q.—Has not the freight got to come, in any case?

A.—It could come by water. It is not compelled to come by our line.

Q.—Would they not ship if you paid them enough for it?

A.—I do not think it would pay for us to pay a premium for the privilege of carrying the freight.

Q.—What effect would that have on the State of California?

A.—It would cripple its resources.

Q.—It has been testified here that the reason why they cannot adopt that rule is, that they have to connect with Eastern roads, and that they have a sort of pro rata rule which exists between them.

A.—When you attempt to apply that pro rata, then comes in the difficulty. In the instance of case goods where you have so many feet to the ton, they might weigh three tons over the amount estimated by the cubic feet. The result would be that the pro rata on these goods would be so much against us that we could not afford to carry the freight.

Q.—In other words, can you adopt a different rule for shipping freight from that which is adopted by the roads over which your freight has to pass?

A.—No, sir, because freights are running over a combination of lines, and the company was compelled to adopt their mode of classification, dispensing with this water method of estimating tonnage, and adopting that entirely by weight.

Q.—Is there any hope that this one road could bring all the other roads in the East to terms on that question?

A.—It is an impossibility.

*By Mr. Wheaton.*

Q.—I understand that the method of computation by water carriers is by measurement on light goods, and by tonnage on the heavy goods?

A.—I believe it is the rule in some cases, although I believe in the steamships they adopt the rule of measurement only, whether the goods weigh one hundred or one thousand pounds. They make little or no difference, while under the railroad system of transportation we are compelled to protect ourselves by carrying by the ton.

Q.—You regard it as impossible to adopt that rule for railroad transportation?

A.—Yes. I regard it as impracticable.

Q.—Is that, or is it not, a generally conceded opinion on eastern railroads?

A.—Yes, sir. They affirm that there is no other way to do justice to shippers and themselves but to take by the pound.

Q.—And that is the only way by which they can pro-rate among themselves on long lines?

A.—Yes, sir.

*By Mr. Stanford.*

Q.—In your opinion, could the roads of this State operate under that bill?

A.—I do not think they could.

Q.—Why could they not operate under it?

A.—I think the majority of the rates would be so low that the roads could not afford to carry freights, and they had better lock up their equipments and let them stand idle.

Q.—Now, how does the tonnage and the passenger business on the roads in this State generally compare with the average roads in the Eastern States?

A.—As the Chairman mentioned the New York Central road as a comparison, I will state that the New York Central has a business that keeps its trains running within ten minutes of each other during certain intervals during the twenty-four hours. The trains are loaded and made up with from twenty to forty and fifty cars each, and follow each other in rapid succession, as near as they can run with safety. From my general impression I suppose that they are taking a hundred tons per day to our one; I do not know but a thousand a day to our one.

Q.—In proportion to the business done by the roads in this State, how do their charges compare with those of Eastern roads?

A.—My judgment is that the rates of the New York Central road are twice to three times greater than the rates that you are charging by the Central Pacific Railroad, all things considered—taking into consideration the cost of operating and the amount of business done.

Q.—You have traveled in England. How do their first class passenger rates compare with those in this country?

A.—The first class rates on most of their main trunk lines are nearly as great as you are charging on your road here. For traveling first class you would pay from four to six cents per mile.

Q.—You were some time in Europe as financial agent of the Central Pacific Railroad Company. Now, will you state to this committee what effect upon the credit of the bonds of the railroads of this State the passage of this bill would be likely to have?

A.—The passage of such a law would have a very detrimental effect upon the credit of our companies in Europe, where a large number of the bonds have been purchased. While talking with capitalists and bankers on the subject of our securities, this question came up to me very strongly: "Why, sir, you have no revenue from your road; you



are traversing, by your own statement, over a thousand miles with scarcely a single inhabitant; you are building your road across the Sierra Nevada and Rocky Mountains, with such gradients and curvatures as exist in no other country in the world. We have read about this barren, desolate country; we have read of the difficulties of the Sierra Nevada and Rocky Mountains, and we look on it as impossible to build a road over the mountains. If you do, you can only operate it during a few months of the year; and for months you will be submerged in snow." Some of these had read of the Dutch Flat swindle; and they have been pretty well posted up about some of the difficulties we were expected to encounter. My reply to them was, that the country was sparsely settled, but that we expect to bring it up; that we are rich in minerals, and the Legislatures of California and Nevada had been very liberal to us, in granting us high rates per mile for passengers and freight; that they were exceedingly anxious to encourage us in every way they could, and had passed laws that were exceedingly favorable to us. I then showed to them that, at these rates with the tonnage that was passing over the mountains to the mining districts that were then attracting so much attention in Nevada, we could pay the interest on our bonds, without any question; also, that in a few years we should get a population to give us a good local business; and by the time we may be able to reduce the rates the population would be large enough to give us a good revenue. It was mainly on account of these privileges that the Legislature had conferred upon us that we were able to make the first negotiation of bonds; and it is that fact alone, our ability to charge high rates, that gives us the credit and standing which we have.

Q.—The same would apply to the construction and extension of lines of railroad in this State at the present time?

A.—Yes, sir; to all of our California securities. That one subject is well understood by capitalists, that we have the right to charge increased rates over the Eastern roads.

Q.—From your experience and observation in the money markets of Europe, if companies could be found that were willing to build new lines of railroads under this bill, do you think that capitalists in Europe would take their bonds if these bills were to become law?

A.—They would not take a dollar of their bonds, and my firm belief is that your securities that are now placed there would be coming home faster than you could take care of them.

Q.—There has been considerable said about the centralization of railroads under one management in this State. Do you think it possible that the various lines of railroad that are being constructed now would or could be constructed and maintained, excepting in connection with the other roads already constructed? Or would they be extended, except from the fact that they are feeders to the trunk lines, and because they can be operated more cheaply under one management than under independent ones?

A.—I believe that the system of roads in this State can be better managed under one organization than they could possibly be by separate ones, and that they manage to serve the public interest far better.

Q.—With the limited business of this country, if the thirteen or one thousand five hundred miles of road in this State were divided into as many independent companies of, say, a hundred miles each, with the expenses consequent upon that, could they be operated?

A.—Divided into separate organizations, with separate officers, they

would have an increased expenditure and increased expense in the items of transshipping passengers and freights that would not at present necessarily follow under one management. Every separate road, of course, must have its own machine shop and its own separate round house and separate freight and passenger business. The items of cost would be largely increased; I may say, duplicated, for instance, where two lines came into one town.

Q.—Have you been lately engaged in the construction of the road from Gilroy to Watsonville? As an independent road, could that road maintain itself?

A.—No, sir. It could not be maintained. It has been built as an offshoot, or feeder, of the main line.

Q.—Of the various extensions of the lines of road that are now going on in this State, do you think that there are any that would sustain an independent existence, that would be constructed, or if constructed maintain themselves?

A.—No, sir. I do not think they could. I doubt whether any of them could pay anything more than their running expenses—some of them probably not that. If we pass this bill there will be no more lines built, I will guarantee. Many of the lines already built will lock up their locomotives.

*By the Chairman.*

Q.—Are the Central Pacific Railroad Company building any railroads now?

A.—I understand that they are building the Oregon line and San Joaquin line, but I am not an officer of that road, and only speak from general hearsay.

A.—If it is true that they are building roads, if we should reduce the tariff down to the mere cost of transportation, in your opinion would it be possible for the Central Pacific Railroad to extend their lines?

A.—I do not think it would be possible.

Q.—Is it the policy of the road to extend their lines as far as possible?

A.—I think they are extending their lines faster than the business will warrant them, except on the ground that as it develops the country more rapidly it will add to the business of their main line by these feeders.

Q.—That, then, is the policy pursued with regard to the construction of feeders to their main line? Does that benefit the State?

A.—I think it does. It increases its taxable property, and enhances the value of lands contiguous to it. It increases the inducement for men to cultivate the soil, thereby adding to the material wealth of the State.

Q.—In any parts of the State have you found evidences of the policy of the Central Pacific Railroad being to refuse to move freight for the simple reason that they could not get enough money for it?

A.—I have never heard of such an instance.

Q.—What is their policy in that regard?

A.—Their policy is to encourage every one in every manner they can. They might refuse to carry freight below cost price, but in many instances, to my knowledge, they have carried it very close upon cost price—it might be very fairly stated, under cost.

Q.—Have you ever observed any disposition to oppress the people in fares and freights?

A.—No, sir; I have never heard of it.

Q.—Is there any talk amongst them that they will do that in any section of the country?

A.—No; I never have heard such a thing.

Q.—Is there anything in the cry that the people are oppressed?

A.—Not to my knowledge.

Q.—You are stating that as if you were under oath?

A.—I am, sir; I feel the full force of it, and am answering you in full faith.

Q.—Does your answer apply equally to the line between Sacramento and Truckee, as well as to those in other parts of the State?

A.—Yes, sir.

Q.—On that line are you aware of anything that we can call exorbitant charges, that is, that it is charging a high profit on the cost of transportation?

A.—No; I am not aware that any particular item is exorbitantly charged. I am not as familiar with the details of that line as I was a couple of years ago, but I have never heard of any such instances.

Q.—Is there any reason why the railroad company should charge a higher tariff upon short distances, and what is called way freights, on the Central Pacific, than for through freights?

A.—Yes, sir. On short distances the expense of loading and unloading, and shifting cars, is just as great as for a long distance, and then, taking the Central Pacific line across the mountains, of course the element there of increased cost rules up as the curves and grades are increased.

Q.—But it is said you would stop at these stations anyway?

A.—I do not think that the case can be established that the company would do such a thing as that; because I know, to my own knowledge, that they are anxious to cultivate business, and wherever business offers I am quite sure they will take it. There may be local circumstances that will prevent their stopping a certain train at a certain time—circumstances which compel them to pass on and leave freight standing there, or otherwise refuse to leave freight there at a particular time; but as to the general business, I am quite sure the policy of the company is to accept and discharge freights at all points.

Q.—Although it may cost something to stop at these stations, yet by organizing stations at different places and having the right to charge a little higher freight, they hope to get back the cost of these stoppages in the course of time?

A.—That is true. It is with the view of cultivating these points on the line, to create a local business, that would perhaps be taken up at another point and carried a longer distance; and by reason of taking it up at that particular point, we think that, having this local station, we may have this trade which we might otherwise lose altogether.

L. M. CLEMENT

Was called as a witness by the committee.

Question—What is your occupation?

Answer—I am a civil engineer.

Q.—Your residence?

A.—Sacramento.

Q.—What relation do you bear to any railroad company in this State?

A.—I am First Assistant Engineer to the Central Pacific Railroad Company.

Q.—Who is the Chief Engineer?

A.—S. S. Montague.

Q.—Is it possible that this bill can be applied to all the railroads in this State without doing injustice to some of them?

A.—No, sir. It is impracticable.

Q.—Will you please make a statement of any information that may be of service to the committee?

A.—The interest on the cost of construction and equipment of a railroad, the cost of maintenance, and the deterioration (expressed in dollars) of the wearing parts of a railroad and equipment determine the minimum rates of transportation. Of this there can be no question: the interest must be paid, the railroad must be kept in running order, and there must be a fund to represent the gradual wearing away of the capital invested in the wearing portions of a railroad. To make this last more easily understood, I will assume that a railroad company hires or rents the locomotives they are using, assuming two hundred as the number required. These locomotives represent a capital of say one million eight hundred thousand dollars. First, this capital must pay interest; second, the locomotives must be kept in repair; and besides, there must be a fund that will represent the capital invested when the locomotives are worn out. If such is not the case, the parties furnishing the locomotives have only drawn their interest, and their capital is gone. The problem of the cost of transportation, or the comparative cost is solved as soon as the values of the above are known, excepting that there should be a contingent fund to cover damages by fire and water, collision, running off the track, law, taxes, and other contingencies. The rates on the mountain division of the Central Pacific Railroad should be higher than on the valley railroads of California, because:

*First*—The greater cost of construction.

*Second*—The additional number of engines, engine and train men for the regular trains, to do the same business as on the level road, that is to say: an engine moving slowly one hundred cars on a level grade would move very nearly nine cars on the maximum grades of the Central Pacific.

*Third*—Would be the increased wear and tear of the cars, which is done by the almost constant application of the brake to the wheels, not infrequently breaking them, heating the tire and giving different degrees of heat, the heat decreasing towards the centre.

*Fourth*—During the Winter, snow plows and engines, engine and train men not required on the valley railroads of California.

*Fifth*—Repairs and renewals of snow sheds.

*Sixth*—(A Summer expense)—The fire engines attached to the locomotives, which are kept with steam on constantly, and a train of water cars, in case of fire in the snow sheds.

*Seventh*—An increased wear of track and an increased number of men required to keep it in repair.

With the same tonnage, the life of a rail on the mountain division is about as one to seven as compared with those on light grades. That is to say; if the Central Pacific, on the maximum gradients, had the same tonnage passing over it as some of the Eastern roads, these rails would wear about one year, while in the East they would wear seven years.

*By Mr. Stanford.*

Q.—What is the life of a wheel as compared with those in the East?

A.—It is about one quarter of the life of those in the East with light grades. Nearly two thirds of the number of wheels taken off on the whole length of the Central Pacific road are taken off on the Sacramento division, which includes the Sierra Nevada Mountains—chiefly because they are flattened by slipping in going down the mountains. Slipping is one great cause, and, as I have stated, the almost constant application of the brakes in the descent of the gradient, producing different temperature in the wheels, breaks them. I have some tables here showing the comparative power of an engine on heavy and level grades that I have calculated myself while in the employ of the Central Pacific Railroad Company, and compared them with the actual loads hauled by the company's engines, and some from a work on "Railroad Locomotives" by D. K. Clarke, probably the best authority existing. The number of cars an engine can haul on the maximum grades of the Central Pacific road over the Sierra Nevadas, as compared with a level grade, at a speed of ten miles per hour, is seventeen to one hundred and sixteen; at fifteen miles per hour it is fifteen to one hundred and eight; at twenty miles per hour it is fifteen to ninety-seven. In operating railroads no advantage can be claimed for down grades where the grades exceed thirty-five feet to the mile. Without being able to give definite figures, the cost of descending the Central Pacific Railroad (the Sierra Nevada Mountains) is about equal to the cost of ascending. With regard to an intervening high grade, I would say that trains loaded for a division must be made up with a view to the ruling grade. If not, assistant engines are required where the maximum or accidental grade occurs. The beginning of the mountain division of the Central Pacific Railroad is at Rocklin, and trains leaving Sacramento are taken out to Rocklin and there divided. If the grades between Sacramento and Rocklin were level, the ratio against the maximum grades on the Central Pacific would be very nearly seven to one.

*By the Chairman.*

Q.—Does it cost more to take the train up than it does to bring it down from Rocklin to Truckee?

A.—In ascending and descending the mountain gradients all the expenses, excepting fuel and the wear and tear of cars and track are constant. In ascending more fuel is necessary than in descending, but in descending the wear and tear of the track is more. Without statistics I cannot state exactly the difference, but am inclined to the opinion that there is very little, if any.

Q.—Does the locomotive which goes up as a helper come down alone?

A.—Not on the mountain division; both engines go through to Truckee, and are required to ascend the gradient on the eastern slope on the return of the train.

*By Mr. Bell.*

Q.—Have you to run the same motive power down?

A.—Yes, sir; it has to return to the beginning of their division.

*By Mr. Stanford.*

Q.—What is the equivalent distance of the road from Rocklin to Truckee as compared with level road?

A.—Mr. Montague's answer to that question is approximately correct. I made the calculation at the same time, and it is very simple for approximate results.

The load for the freight cars of the Central Pacific Railroad and for some of the other railroads is ten tons. The height above the rail to which a car can be loaded is fixed. If the freight to be transported is wood, coal, cheap oars, lumber, pig iron, and other similar cheap freights, is imperishable under ordinary circumstances and care, is loaded and unloaded by shippers, and does not require to be under lock and key, nor require more than the usual watchfulness to protect it against theft, and ten (10) tons can be put on a car and the cars used are those known as platform cars, it should be carried at the lowest rates.

If by accident the above mentioned and similar articles were thrown off the cars little damage would be done, and the expense would only be in reloading and the repairs of cars.

If the freight is of a cheap character and bulky, so that ten tons cannot be put on a car, the rates must be higher, as you will readily understand. Assuming that you can only put on five tons, then it will require two cars to haul the standard load, therefore there is hauled (platform cars weigh six and a half tons) thirteen tons of dead weight to ten tons of paying, and in case such freight is loaded in boxcars the dead weight would be eighteen tons to ten of paying. The general impression is that valuable and heavy freights cost no more to haul than cheap freights when ten tons can be put on a car. Such is not the case. The value of the freight requires that it should be loaded on a box car, at once increasing the dead load two and a half tons. New style of box cars weigh nine tons each. Valuable freight is generally loaded by the company. The value of the freight determines the rate of the risk.

Light and very bulky goods, such as wagons, furniture, carriages, agricultural implements, etc., cannot be transported at the lowest rates per car load; although companies require shippers to assume the risk of chafing and breakage, if the contents of the cars should be destroyed by fire, or from collision, or running off the track, or any other cause, the company would be liable; the breakage which the shippers assume the risk does not cover the entire destruction of the shippers property, but such as may occur from handling, or from insufficient protection, or weakness of the articles.

Companies cannot afford to load freight and haul it ten miles and unload it at the same rates they can load, unload, and haul a greater distance, because the actual cost of hauling per mile is the same for one mile as it is for more than one, and the more miles hauled the less is chargeable per mile run for loading and unloading.

To explain more fully, I will assume the cost of loading and unloading is forty cents per ton, that the actual cost of hauling one ton one mile is four cents, and that this ton is hauled ten miles; therefore, the rate chargeable per mile, to cover the cost of loading and unloading, is four cents, and four cents for hauling makes eight cents for these two items. Still this does not cover all; if the freight is valuable the companies take a risk for which they should be paid.

Frequently the way stations have no return freight, and the conse-

quence is that the car must be hauled to some other station, distant perhaps only ten miles, and it may be one hundred or more.

That ten tons of paying freight may be hauled (assuming ten tons to a car), nine tons of dead weight are also hauled; and if it costs four cents per ton per mile for paying freight it certainly makes the cost of gross ton two and one tenth cents per mile.

This item must be taken into consideration, tending still more to complicate the problem of freight tariff.

Stopping and starting freight trains, apparently a small item, at times, from carelessness or accident in switching, parts of the cars are injured or broken, and at the end of a year is a large item. This comes under the head of car mileage.

Live stock cannot be transported at the lowest car load rates, because—

*First*—They require a class of box cars which are two and a half tons heavier than the platform cars.

*Second*—Large expense attending the necessary stock pens for loading, unloading, and rest.

*Third*—Risk of maiming or killing the stock by rough handling of train—sometimes unavoidable.

*Fourth*—Detention of cars at resting stations, and the necessary locomotive power to place cars in position for loading and unloading, and time waiting for stock to be loaded.

*Fifth*—Expense of thorough cleansing and drying of the stock cars, that they may be used for other kinds of freight.

E. H. MILLER, JR.,

Was called as a witness by the Committee.

*By the Chairman.*

Q.—What is your occupation?

A.—I am Secretary of the Central Pacific Railroad and some of the other roads in this State.

Q.—Have you charge of the books of the Central Pacific Railroad Company, at the Central office?

A.—Yes, sir.

Q.—Do you receive reports from all the different roads belonging to that company?

A.—Yes, sir.

Q.—Have you certificates, showing its cost of operation?

A.—Yes, sir.

*By Mr. Stanford.*

Q.—Have you a statement, taken from the books of the company, showing the receipts and expenditures of the Central Pacific Railroad Company for the last two years?

A.—Yes, sir. For the year eighteen hundred and seventy, it is as follows: Total receipts, seven million four hundred and thirty-eight thousand nine hundred and seventy dollars and thirty cents, (about half of this amount is currency.) Expenditures, operating expenses, taxes, interest, discount on the currency, seven million four hundred and fifty-five thousand three hundred and twenty nine dollars and twenty cents, showing the expenditures to be considerably more than the receipts.

The statement does not include quite all the interest on the bonds for that year. The coupons were not all presented for payment, and it only includes those that were paid. Something like one hundred thousand dollars of interest did not appear in that year. It does not include some miscellaneous expenses; probably about two hundred and fifty thousand dollars, altogether. I think the deficiency for eighteen hundred and seventy, was two hundred and seventy thousand odd dollars. For the year eighteen hundred and seventy-one, the total receipts were eight million eight hundred and twenty-five thousand and twenty-eight dollars and twenty-nine cents, nearly one half in currency, and the expenditures as nearly as can be approximated, (all the accounts for December not being in yet,) seven million one hundred and fifty-six thousand five hundred and sixty-three dollars and thirty-two cents. In neither of those statements is the interest on the Government bonds taken into account. The company has not paid that, but it is a liability to the Government of about one million six hundred and fifty thousand dollars per year. That would make the receipts and expenditures for this year (eighteen hundred and seventy-one,) nearly the same. There would be a deficiency of about the same amount as last year; but if in last year, eighteen hundred and seventy, the interest on the Government bonds had been included, it would have made the deficit more than a million and a half of dollars. This year, eighteen hundred and seventy-one, the extraordinary expenses of repairs consequent upon the damage done in December by the storm, has not come in yet. They are not included at all.

Q.—Is there included the construction or extension of any of the roads?

A.—No, sir. Nothing except the working expenses of running the road, taxes paid, interest paid, the discount on currency and miscellaneous expenses.

*By the Chairman.*

Q.—Are your books kept in such a way that you can readily tell whether any particular road is running at a loss or a profit?

A.—Yes, it can readily be told. We have it, but do not make it up in that shape, daily or monthly.

Q.—How long would it require to make a statement of all these side roads, except the Central Pacific?

A.—Any road like the Sacramento Valley, and the California Pacific, are made up already, but the Central Pacific, including the Oregon branch, and the Western Pacific, is made up with the earnings and expenditures of all running into one account. If the purpose is to ascertain how each division stands by itself, it would require to be "picked out." It would take six weeks or two months to pick it out for one year. We should have some difficulty in giving the absolute figures then. Taking for instance, the Western Pacific; it is a question whether when we should give it, its pro-rata, according to the business carried, it should have less or more, according to its proportion of miles. We would have to fix a basis before making such a statement, on through freights. Its local business could soon be picked out.

Q.—Is the greater part of the tonnage moved at less than four cents per ton per mile?

A.—More than half of it is moved at less than three cents—a great deal is moved for two, and some at one, and some at one half cent. That was used as a basis for making up the tariff in several instances for car load



rates. That is, on long distances. For a distance of three hundred, four hundred, or five hundred miles, we would call it at four, three, or two cents, and the next hundred miles at one cent, and the balance of the distance at one half cent per mile. That was lumber, etc.; all the freight is classified.

*By the Chairman.*

Q.—Then you charge first or second class rate, according to the classification?

A.—Yes.

Q.—Do you mean to say that all freight is carried over a certain distance for one half a cent a mile?

A.—No, not all; some freight, some two or three of the car load rates, including wood, lumber, ores, and things of that sort. The making up of the tariff is with regard to the kinds of freight, and the amount they will stand. In classifying, hazardous goods are charged at one rate, and clearly it ought to be a high rate. Goods, such as nitric acid, are additionally hazardous in this: that if they break they damage other goods. They ought to be classed at a very much higher rate, higher even than we are now allowed to get by law. We have paid more in damages from the breakage of one carboy of acid than we have ever received for the freight of all the acid we have ever carried.

*By Mr. Ellis.*

Q.—What class is powder?

A.—We only carry it on certain days, except in car load lots. It is taken from San Francisco one day in the week, and the tariff, I think, is about one and one half, or one half higher than ordinary merchandize.

Q.—What is the reason?

A.—It is more risky and expensive. We would send a car with, perhaps, one hundred kegs, and send it over the whole length of the road, and put nothing else in it. The car has to be switched in at every station where the kegs are to go, and it will perhaps go on with ten kegs of powder to Ogden or other stations. We also use a special fireproof car.

Q.—You do not put anything else in it?

A.—We do not. I do not know but that on special occasions they sometimes put other things in, but I believe they never do.

Q.—Is the powder car more expensive than others?

A.—Oh, yes, it costs about two or three times as much as an ordinary box car. I believe it is lined both inside and out with sheet iron, with double doors to keep sparks out.

*By the Chairman.*

Q.—What were the earnings and expenditures on the Sacramento Valley Railroad for the last two years?

A.—Well, in eighteen hundred and seventy the receipts were something like twenty-seven thousand dollars short of paying operating expenses, taxes, interest, etc. The Directors were compelled to reduce the operating expenses, running less trains, and reducing the accommodations. The gross earnings this year have been within five hundred dollars of the amount last year; but we have made about two hundred

and five dollars on the road, net profits; that is, allowing nothing for depreciation of stock, wearing out of engines, etc.

Q.—Do you charge up interest on the capital invested?

A.—Nothing, but the actual interest paid on the indebtedness of the road. I do not mean to say that this two hundred and five dollars could be declared as a dividend, because the depreciation of stock must be made good. There may be claims for damages that are not yet in. I imagine it is a long way from paying even.

Q.—Do your books show the various amounts of taxes paid by your company on its property in the various counties through which it goes?

A.—Yes; in eighteen hundred and seventy it was a little less than three hundred and fifty thousand dollars. It was about the same for eighteen hundred and seventy-one, a little more, if anything.

*By Mr. Bell.*

Q.—Under the tariff in these bills, would you be obliged to raise the tariffs on things that you are carrying low now?

A.—If it was not prohibitory to their moving, we should be obliged to raise the tariffs on a good many things.

The committee adjourned till half past seven o'clock P. M.

The committee met pursuant to adjournment, at half past seven o'clock P. M. Present—G. H. Gray, Rice, Ellis, Hayes, and Bell.

MARK HOPKINS

Was called as a witness before the committee.

*By the Chairman.*

Question—What relation do you hold to the Central Pacific Railroad Company?

Answer—I am its Treasurer and one of its Directors, and have been since its first organization in eighteen hundred and sixty-one.

Upon request of the Chairman the witness made the following statement:

A.—I am clearly of opinion that under the operation of that bill not one of the companies in which I have an interest and with whose affairs I am connected could pay their necessary expenses. When I say necessary expenses, I mean, of course, in addition to their operating expenses and taxes, the interest of their bonded indebtedness. I believe that while its effect would be injurious to the interests of the railroad companies its effect would be still more injurious to the public interests—the interests of the people of the State. I assume that no railroad will for any considerable length of time continue to be operated except they may lawfully earn sufficient to pay their necessary expenses, including interest on their funded debt. While a very large portion both of the tonnage and passengers carried by railroads now are carried at less rates than this bill allows, still there is a large part of it upon which they charge more. This bill would give them no such latitude. It fixes a uniform tariff on all kinds of freight, and that traffic which they now carry at less rates would necessarily have to be raised and that which is now charged more must come down, so that under the operation of this bill all the business, both freight and travel, under the provisions of this bill, would not realize sufficient to pay necessary and unavoidable expenses.

I believe that the injury to the public would be very much greater than the injury to the railroad companies.

With regard to the clause providing that the companies must load and unload all freight, I believe that to be impracticable. To illustrate—at some point on the Central Pacific there might be a quarry of stone or granite. To induce some one to open the quarry and bring the material into the market, the Central Pacific Company would put in a side track, and charge as they now charge, low rates for the freight. The railroad usually does that. Then there is required derricks and other machinery for handling heavy blocks of stone. Now, the railroads could not load that material, the quarry being between stations, miles perhaps from any railroad hands. They could scarcely afford to load it for what they now charge for freight. The same is true in reference to bricks. We run a side track at the expense of the railroad company to a brickyard whenever it is near the line of the road; cars may be set in there any time, and the brickyard men load them themselves. The company could not afford to send men from their stations miles away to do that work; neither could the brickmen afford to haul the brick to a station to be loaded. The consequence is, except it be loaded by they who can load it cheapest, they could not afford to pay the price the road must charge to move it. This is true with regard to wood. When we got up into the timber region we saw that was likely to become an article of commerce. We fixed upon a suitable point, agreed with the men up there, and put in a side track, which becomes a kind of wood depot or wood point along the road. It is not a station of the road, it is perhaps five miles, perhaps ten miles from a station. We set in cars there when they notify us that they want cars, and when an engine goes down past there it hauls away the cars on the train. They could not afford to haul that wood to a station, neither could the company afford to send their men who are at work at stations by the hour to load it for any such price as the owners of the wood can afford to pay. The same is true with regard to many other articles of freight, even lumber. It is an object with those desirous of establishing a manufactory of lumber here in the mountains, and over at Truckee, to load it at their mill. Perhaps it is several miles from any station; they cannot afford to haul their lumber to a station, nor can the company afford to send their force there unless they have a suitable compensation. We therefore build a side track there and set the cars in for them, and they handle and load the boards and planks in their own way as they have time, and can do it cheapest, and they notify us when they have the cars loaded.

In regard to the provision of the bill relating to the measurement of case or light goods, I think under that provision more money could be obtained by the railroad for the goods transported than without it; but I do not think it is a practicable thing to do for any of the through business, or any of the business that connects with roads outside of this State, for this reason: that in every State where I know anything of railroads, where I have seen their tariffs—and I have seen them for nine tenths of all the roads of the United States—I do not remember one but that is operated under a classification of goods and not by measurement. Now, where other States classify their freight and our cars connect with their roads through several States to reach New York or Boston, we must conform to the same general usage; either they must conform to our system or we must conform to theirs. All the Eastern, Middle, and Western States operate their roads under classification of freights, and

the prices are regulated by that; so that I am sure we could not induce them to conform to our system of measurement.

The Central Pacific connects with six different roads to reach New York, and much of their business in connection with roads of other States is through business between New York and San Francisco. I may state that the Central Pacific Railroad now have four hundred and thirty odd freight cars, costing about one thousand dollars each, which have gone off our road East, and we have not yet been able to get them back, though they all went east of Ogden previous to the thirtieth of last October. Some of them may have been burned in the Chicago fire, but we do not know how many. Many have also gone East since the thirtieth of October, but we naturally expect them to get back in twenty to forty days time after leaving Ogden. This is one consequence of being the end road and doing this through business upon lines of new road, through a sparsely and undeveloped country. The freight going one way is not made equal to the freight going the other way, so that we have the disadvantage of drawing empty cars long distances. The mileage account between the railroads for cars used to do through business between San Francisco and the East is largely against us every year. The mileage we pay is more than the mileage we receive. Another disadvantage of being the end road is that we have to apportion the freight between the intervening roads, and perform all the terminal station service, ferrying, switching, loading and unloading, checking, trucking, collecting freight money, and adjusting claims, which constantly employs a large number of men.

*By the Chairman.*

Q.—Suppose the bill was amended to read that the rates provided shall only apply to the products of the State except manufactures, would that be satisfactory?

A.—No, sir; that would be the chief objection. It would include nine tenths of all the business we do. It would give no substantial relief, and would not permit the road to operate so as to meet the wants of the public and pay expenses, and I think it would be even more injurious to the producers than to the road. Suppose a man came to the depot with a stallion and wanted to move him. He would not be an unusually valuable horse if valued at five thousand dollars. If he wanted to move him five, ten or fifteen miles, he could not be put on board in any form but that he would occupy a whole car. Under that bill the railroad could not get reasonable pay. No man would take the risk as an insurer for what that bill would pay, and yet the railroad as common carriers are bound to insure his safe transport and delivery.

*By Mr. Hays.*

Q.—You say that they could not operate under that bill. Will you please say if they could operate under some higher rates, but still below the present maximum of the law?

A.—I would state distinctly, that I do not think it could be made to operate under a less legal rate than is now fixed. There is not a road in this State that is yet able to make a dividend, under the present law, over and above its necessary operating expenses, maintenance, taxes, and interest. The roads have as much and I think they have more interest than any one else in increasing the population and production of every

part of the country, more especially wherever the road runs. If the law fixes one level, uniform price for everything they move, they must increase their present price for moving wood, bricks, and granite, lumber, grain and many other products which would utterly prohibit in some cases the movement of them at all.

If you could charge six cents per ton per mile for freights for all kinds of produce, if all kinds of produce would admit of paying that high rate, then the road would pay, but practically it would be so oppressive it would prevent domestic produce and raw material from being shipped, while it would be a less price than would be willingly paid upon hats, clothing, boots, and shoes, and all light and valuable dry goods; it would crowd the large class of goods now carried by the railroads off from the cars entirely.

In the case of the Sacramento Valley road, which is the oldest road in the State, last year (1870) it failed to pay its expenses and interest on its bonded indebtedness by something over twenty-seven thousand dollars. This year (1871) we determined to reduce its expenses, so we took off trains. Instead of running two trains per day we ran one train. The people complained a good deal that they could not have the usual accommodation, and it made it unpleasant, but this year it has paid its interest. Its gross earnings have been about the same as last year. Running less trains did not decrease the business of the road.

*By the Chairman.*

Q.—It is not true, then, that the more trains you run the more business you get?

A.—No, sir; not necessarily so. In this State they have about six hundred thousand inhabitants, widely scattered, while New York has a large population. The New York Central road I suppose runs twenty-eight trains a day, and trains full up to the capacity of the engine to haul, while on this road we run two each way, and not loaded to more than one fourth the capacity of the engine. Under these circumstances it costs us as much to haul fifty passengers as for them to haul five hundred, and an increase of trains would not increase our passengers, but would increase expenses.

[The witness here handed to the Chairman a comparative statement of freight transported over the various roads as compared with the Central Pacific, marked (No. 1); also, a similar statement of passenger traffic (No. 2); also, a statement of freight receipts in Placer and Nevada County (No. 3).]

The disbursements in the Counties of Placer and Nevada, for operating, are very much more than the aggregate of all the receipts collected from the stations in those counties. The disbursements are above seven hundred thousand dollars in Placer County for the year eighteen hundred and seventy-one. This statement shows the exact amount collected from all the stations in those counties, but a large portion of the freight there is for freight destined to El Dorado, Plumas, and other counties.

[The witness handed the Chairman a statement of taxes paid in Placer and Nevada Counties for eighteen hundred and seventy-one.]

In reference to the taxes in Placer County, the railroad company were working a very large force, nearly ten thousand men, for three years out of the five years that they were constructing the road through

Placer County. At the commencement of the work Placer County obtained the passage of laws by the Legislature, taxing laborers four assessments of two dollars each, making eight dollars in all on each man. This head tax on all the laborers, for all the time we were working in that county, amounted in the aggregate to a very large sum, which was collected.

[The witness handed the following statements to the Chairman: Statement of prices charged for general freight before the railroad was built, and the prices now paid (No. 5); a comparative statement of the rates of freight for merchandise between Sacramento and other stations in California as compared with the Vermont Central Railroad.]

In the States in the Union, those States having the largest commercial interest and most commercial experience are the freest from these restrictions on railroads. Their restrictions amount to this: they reserve the right to regulate freights and fares whenever the earnings of the road are sufficient, over and above necessary expenses of operating, maintenance, taxes, etc., to pay a dividend upon its cost of ten per cent or twelve per cent. That is the principle generally adopted in the most commercial States. That leaves the railroad free to pursue its own policy in discriminating in its classification so as to increase population and develop the resources of the country, while here our arbitrary restriction prohibits it to some extent. It gives us the space between two cents and fifteen cents, but fifteen is not high enough for some kinds of freight, though much too high for other kinds. In the Pacific Railroad bill Congress reserves the right to regulate the tariff whenever the net earnings amount to ten per cent per annum. If the Congressional Act had been in the language of this bill we could never have negotiated the bonds so as to have built the road. The statute regulating railroad freights and fares as it now exists in this State was, I believe, first passed in eighteen hundred and fifty-one, before there were any railroads in the State. There was no internal commerce in the State, and I can only account for its being the reverse of that in any other commercial State from the fact that it *was* before there was any railroad or any commerce to be affected by it, and before there was any experience upon which to found the law.

In response to an inquiry from Mr. Bell as to the assistance the railroad had received from Placer County, the witness testified as follows:

Placer County never contributed any subsidies to the railroad. It agreed to take two hundred and fifty thousand dollars of the stock of the company, and to give two hundred and fifty thousand dollars in the bonds of the county in payment for it. That they did. They sold their stock and the railroad company sold the bonds. They got par for the stock, and the railroad company got sixty-eight cents, or something like it, for their bonds, and disbursed the money in Placer County. The railroad runs near ninety miles in that county. It runs over what, until the building of the railroad, was a mountain wilderness beyond Dutch Flat, entirely undeveloped. The railroad has developed their timber and made a market for it; developed their granite quarries, lime kilns, marble quarries, and made a market for nearly everything they raised, from the time the laborers and the teams of the railroad began to operate in the county. The taxes paid by the laborers during the five years the road was building through that county, and the taxes paid upon the railroad, its buildings and property, to say nothing of the towns and villages it

has built up, and new taxable property created but not owned by the railroad, will more than pay the interest on their bonds, and fully reimburse them in seven years, so that it is probably the best financial operation that county ever made. Yet, from that county, which has railroad accommodation more complete than any county in the State, comes more noise and more complaints than from any other. We hear a great deal said about "subsidies that this road has received," that "it was built at the public cost, through *gifts* of the Nation, State, and counties." Nothing is more untrue. Under the Pacific Railroad Act, the Government loaned its six per cent bonds to the company, (which is a mortgage lien upon the road and all its property) for sixteen thousand dollars per mile west of the mountains; three times that, which is forty-eight thousand dollars, over the mountains; and twice that, thirty-two thousand dollars, from the foot of the mountains eastward. The company commenced construction in eighteen hundred and sixty-three, and from its stock list and its own mortgage bonds, it constructed the first thirty-one miles—to Newcastle. Then, in accordance with the provisions of the Pacific Railroad Act, the President was notified that they had thirty-one miles completed.

Commissioners were appointed, who examined the road, and accepted it as complying with the requirements of the Pacific Railroad Act. The company operated that road eleven months from the time it was accepted before they were able to get the Government bonds. When they got them, the war was all ablaze, and then bonds which were worth one half per cent premium in gold when the company filed their acceptance of the provisions of the Act were worth but forty cents gold in New York; and when the exchange was paid, to get that forty cents here the company received but a fraction over thirty-eight cents on the dollar to disburse on their work, while the Government had a mortgage lien of one hundred cents on the dollar on the road, and for the interest on that amount.

When the next section of the road (twenty miles) was completed and the Government bonds received, they were sold for a little more (something less than fifty cents) and so on, until the last they received brought seventy-two or seventy-three cents. The average of all was but fifty-six cents and a fraction. Every bond as fast as it was received was sold for its full market value and the proceeds put into the work, and every dollar of these bonds is now a mortgage lien on the road for one hundred cents, drawing six per cent interest.

They are paying to-day to the Government a larger interest on that loan of their credit than a loan with the same security could be obtained for in San Francisco. By reason of these sales, the interest on the amount actually received and disbursed on the work in gold, is equal to about twelve per cent per annum, for the bonds draw six per cent, payable semi-annually. So with the cost of the road. At the time the company committed itself to the contract with the Government to build the road, fifty miles by July, eighteen hundred and sixty-four, and fifty miles annually thereafter, railroad iron was worth but forty-eight to fifty dollars per ton in New York. The war caused a rapid advance in price, and it ran up to one hundred and thirty-five dollars in currency during the war. The cost of engines and all other materials advanced in like proportion; freights that were worth on iron and such material, in the lower hold of ships, fifteen to eighteen dollars per ton, went up to forty-five dollars, and we paid as much as fifty dollars per ton. At the time the railroad company accepted the provisions of the Act, insurance that was

worth two and three fourth per cent against total loss from New York to San Francisco, went up with war risk to ten per cent, and the company for six months did not get a dollar's worth of railroad material from Atlantic ports that they did not pay this rate of insurance upon. The Act gave the company till eighteen hundred and seventy-six to complete the road. The war developed more clearly the Government necessity for this overland communication. The Act itself was founded on its being a military and postal necessity of the Government. All the railroad companies in the East, so far as I know, that were engaged in the construction of any such works while the value of material was so high, stopped and did not go on with the work.

This company would have done so except for its contract with the Government. The war developed a greater need on the part of the Government for it, and the company worked up to the full spirit of the Act, sold the bonds and went on with the road. They were well satisfied that if they could have abandoned that work, as they would a private enterprise, that is, suspend it till a more propitious condition of financial affairs in the United States, they need not have incumbered the road with so many thousands of mortgage indebtedness for so few dollars in gold; so that when a just view is taken of the relation which the company bears to the public and to the Government, growing out of that contract (for the Pacific Railroad was but a contract from the time they filed their acceptance), it will be ascertained that instead of receiving these as gifts, it was, financially, a harder contract on the part of the company than the company would have been willing to make could it have foreseen the result. It was one that no responsible man or company would have been willing to make. They hazarded everything, and worked up to the spirit and letter of their engagement, and the Government and the people along the line have received the advantages of its early completion.

The company have the alternate sections of land that are not mineral, or sold, or preempted. When you take out the Spanish grants, the mineral lands, and the preempted portion there is in the State of California very little of what you can call the best alluvial farming lands that comes to the Central Pacific Railroad Company. To the Western Pacific Railroad Company I believe there was more, but the Central Pacific Railroad Company have no interest in any land granted to that company.

The people and the Government derive a large benefit from the construction of the railroad in the increased value which it gives to the reserved portions of the land. The land that was given to the company was coupled with the requirement that the company should pay the expenses of surveying and segregation. This was a tax upon the finances of the company for the first five years, as the receipts were not equal to the necessary expense of segregation, survey, etc.

When first the construction of the Central Pacific Railroad reached Rocklin, eighteen miles from Sacramento, it was found that there was an abundance of good granite for building purposes within a half mile of the road, on railroad land. Parties came to the company and offered to pay the railroad company one dollar a ton for the exclusive privilege of quarrying and getting out granite, if they would lay a track to the quarry; as there was not a railroad track to any other quarry in the State, it was thought it could be made very profitable—no granite which had to be hauled to the road by teams could compete with it.

The railroad company then laid down a principle that should govern them—that they would not be interested in any such business along



the line, either granite, or lime, or wood, or lumber, or anything else, except carrying freight and passengers, and that they would render every facility and make it most inviting for the enterprise of the country to develop all these things along the line, believing that this would best develop the industries of the country, increase the carrying trade, and give best satisfaction to all concerned.

They told them if they would open the quarry the railroad company would spend fifteen thousand dollars, more or less, to lay a track to the quarry, which should be free to all.

Next, when they got up to Newcastle, they reached a point where lime could be shipped. They laid a track, built a house, and developed that trade.

When they got to Auburn they were solicited to take stock in a toll road to go over the North Fork of the American River into El Dorado County to Georgetown. They refused to take stock. But admitting that the building such a wagon road as was proposed would be a benefit to the business of the railroad, the railroad company said to them: "We will give you a subsidy of fifteen hundred (\$1,500) dollars whenever you will build such a road. We will serve you as you have served us. They do not help us in anything until we have got the road built. When you have got the road built we will give you fifteen hundred dollars. We will give you an obligation that we will do that, and it will enable you to raise money." That we did. They built the road, and we paid them the fifteen hundred dollars subsidy.

When the railroad reached Dutch Flat the people there wanted to build a wagon toll road from Dutch Flat across to Little York, Red Dog, You Bet, and other mining towns in that vicinity, and wanted the railroad company to take stock in that. The reply was the same—that they wanted to develop the country and increase business for their railroad. They said: "You would promote your own interest by it, and bring a great deal of business unto the railroad that now goes down to Nevada City and Marysville, and does not come near your road." The railroad company agreed to give them a thousand dollars in the same way. They accepted that proposition, built the road, and the railroad company paid them a thousand dollars subsidy.

When they got the railroad down to Truckee the people there wanted assistance for a road out toward Sierra Valley. They told them they would make them a present of what was called the Dutch Flat swindle road; that they would donate the whole of that road that cost near three hundred and fifty thousand dollars to build. They donated that as a subsidy to them, and the balance of it to the counties through which it runs. When they got on a little further, the people were striking out toll roads towards other mining towns and to Idaho and Montana. The railroad company took no stock but subsidized all of them more or less; generally gave them bridge timber and lumber and transported it to build their bridges, which would be equal to from five hundred dollars to one thousand five hundred dollars each. When the railroad got to Salt Lake the railroad company were urged to take stock to build a steamboat to transport ores from the lower end of the lake. They were told that the mines were very rich at the lower end of the lake, and that all of that ore was finding its way to the Union road, by way of Salt Lake City, and going East. They said: "You would make money if you built the steamboat yourself; besides you would get a good deal of it back in bringing the machinery from San Francisco, and your profits will be very large on that freight." The railroad company finally told

them that they would give them a subsidy; they would transport their timber for building the steamboat, all the machinery, men, and provisions from San Francisco without charge, and they would give them a further subsidy of one dollar per ton upon the first two thousand tons of freight that their boat should bring to the railroad from the lower end of the lake, in fact, on all that they delivered to our road as freight to come to San Francisco; so they built the steamboat. The people over in Elko proposed to build a road down to White Pine. The Legislature of Nevada passed a law giving the Board of Supervisors authority to give Elko County bonds to the amount of two hundred and fifty thousand dollars at any time when a majority of the taxpayers, in amount, should petition them to that effect. They got up a petition, but could not get enough taxpayers, but knew they could get enough if they could get the railroad to join them, as they pay more than one half of all the taxes in that county. The railroad company signed the petition at their solicitation, which will enable them to build the road. That is how the railroad company have regarded subsidy; whenever they could help the business of the railroad by promoting any industry or the development of any resource of the country, commercial, mineral, agricultural, or mechanical. In speaking of the earnings of the Central Pacific road, it is like any other new road through an unsettled and undeveloped country. It requires years to build up a trade along its line. When the iron was laid, and the ceremony of driving the last spike was performed, the road was not completed. It is not completed yet. It will require years to complete it. Take the expenditure that is going on over there at the Sacramento shops. There is a million and a half of dollars. It has been going on for six years, in pursuance of the plan and drawings made by Chief Engineer Montague in eighteen hundred and sixty-five.

It is still going on and increasing. It is a necessary expenditure, but its progress is limited by the amount of railroad earnings over and above what is required for other necessary expenses. So, too, with the connection with the ocean shipping at Oakland and San Francisco. This is a necessary part of the road, necessary to its business, a necessary adjunct of the roads and ferries to get into San Francisco and reach the ship's tackles.

It progresses just in proportion as the annual earnings will permit the expenditures. If the road is able to earn more, these expenditures are greater annually and they go to increase the aggregate taxable property in the State.

There is another item. Since the road was built along through the mountains, it is now six or seven years. That is about the average duration of pine timber exposed on the ground or to the weather. Those gulches and cañons that are crossed by timber structures are now drawing near the time when they must be replaced with wooden works, or as was always expected, replaced with stone structures or earthen banks. The railroad company could not wait to do it at first, and it would then cost a great deal of money before the road was completed to haul with teams the stone to do it. They have already replaced several of these and are now replacing others.

Our forces are at work now tunneling through a hill point which will take out two wooden structures and make this portion of the road permanent and lasting. This is near Clipper Gap. That character of work is necessary to make cheap freights and cheap fares. If the company devotes the excess of its earnings to improving and making the road

permanent, so as to reduce its current expenses after the next three, four, or five years, with the probable increase of population and productions of the country through which the road passes, cheaper rates of freights and fares will then give the railroads more net earnings than present rates now do.

The railroad company have made a survey from near Alta, a little above Alta, diverging from the present line and keeping along the north fork of the American River, so as to run a tunnel through the mountain about four miles in length. It is a work of years, but it would avoid all the present long snow line, snow sheds, and avoid the difficulty and expense of operating the road in Winter. It would cost a good deal, but when once done it will go a very great way towards reducing freights and fares, by reducing the expense of maintaining and operating the road at all seasons.

It is a work that could not practically have been done in the first construction of the road, but the railroad company have always expected to accomplish it. Von Schmidt's project of tunneling through and bringing the waters of Lake Tahoe we endeavored to couple with this design, in order that the two could be accomplished with little additional cost above what either would cost alone. Such an arrangement was made with him at one time. If that should be done, while it would be advantageous to the company it would be largely beneficial to the State. It would develop some of the best mining country in the northern part of the State. This is in Placer county, and the expenditures of the railroad company by the improvements of its road are only limited by its earnings. The company, too, has been spending a good deal to induce business from abroad. To illustrate this I will give you the history of the item of coffee: Nearly all the coffee consumed on this coast for the last twenty years, till within a few months, has been brought from New York or other Eastern ports. Knowing that Central America produced a great deal of coffee that ought to come this way, the company sent an agent down there to endeavor to show them their interest in sending it this way; to show them what the present market value of that grade of coffee was in Chicago; to show them what the cost of transportation was from the Mexican ports to San Francisco, and from San Francisco by railroad to Chicago. Our agent was there some months, and wrote us that he was very kindly received, but that he was utterly unable to move a bag of coffee this way. They were in the habit of sending it the old way to the Gulf; and their commission merchants or factors were in the habit of advancing on the crop, and they were in a manner trammelled by the present established routine of business. We finally sent him a letter of credit for thirty thousand dollars to buy and bring some home himself, and to advise us when he would be in San Francisco with it. He did so, and went through to Chicago with the coffee. He displayed it there at the Merchants' Exchange, and explained it there to their merchants on 'Change; showed them what it cost in Central America, what the freight was to San Francisco and the railroad freight to Chicago, and how long it had been coming. He showed them it was cheaper for them to get their supply of coffee through San Francisco and over the Pacific Railroad than it was to get it by steamer to New York, and from New York about as many miles by railroad as it would be to come this way.

Seeing money in it, and being ambitious to make Chicago a distributing point for that article, they came through or sent through, and interested themselves in that coffee trade, and now we send many car loads,

and sent a whole train load at one time. That line of freight business is firmly established and will continue. I mention this to illustrate that although the road is completed—that is, the iron is connected and it is open for business—yet it requires a great deal of labor and expenditure of money and time to inaugurate a paying business over it. This is only one out of a hundred instances where the interest of the company is identified with that of the country and its people if properly understood. There are many other articles of consumption in San Francisco that have been reduced in cost by the railroad. I may mention ice and coal. It is one thing to build a railroad and another thing to get the business over it. I speak deliberately when I say that however difficult as a financial problem it was to find the means to build the Pacific Railroad at the time it was built, it is in my judgment more difficult as a financial problem to carry it on for ten years, until the population and tonnage along its line shall develop into a paying business to its stockholders, over and above the expenditures which are necessary to make it in all its appointments a first class road, and in condition to compete with roads in populous countries on rates of freight and fare.

*By the Chairman.*

Q.—You would then fix ten years as the time?

A.—Yes, because it is unparalleled on this continent, and I think, in the world, for so long a line of road to be built in an unpopulated country, and especially when it encounters and overcomes the mountains, reaching a higher altitude above tide water than any other road in the world.

It is to-day operating through snow sixteen feet deep successfully and without delays. It is only doing that because the expenditures and appliances to enable it to do it are such as are unknown on any other road. The expenditures to procure and maintain these appliances are greater than on any other road. These things may be indicated from the facts I have stated; they also clearly demonstrate that there has been no lack of earnest good faith to work up to the spirit of the public interest bearing upon it. When I read the untruthful misstatements that are made relating to the road and its management, I can account for it in no other way than that it is not understood.

Another point: Much has been unkindly said about "monopoly," and "combination," that if understood, I think, would not seem injurious or prejudicial to the public interests.

All who know anything about it, know that all the railroads on the Pacific Coast are chiefly built from the credit of the roads themselves. For instance: the Central Pacific road was built mainly by the credit of the road; and just in proportion as those who undertake to build railroads are successful in establishing and maintaining their credit, just in that degree will they be successful in building roads.

The Central Pacific was built by the credit of the road. That is to say, it was built by money derived, over and above the Government loan, (which is a mortgage on the road), from the mortgage bonds of the road itself; the whole road being mortgaged from one end to the other, with a provision in the mortgage that no more than a certain amount per mile shall be issued, and no faster than the road was built. As fast, then, as one section of the road was built, bonds were issued under that mortgage. These bonds were sold and the proceeds expended in building the next section. In that way all the roads in this State were built;

from the credit of the mortgage bonds on the road itself. Now, when the Central Pacific had connected the track across the continent with the Union Pacific Road, Congress had authorized the construction of the Northern Pacific Railroad, and it was commenced. Congress also gave land subsidies to the Southern Pacific Road to go to the ocean at San Diego.

The Central Pacific Company saw nothing in that injurious to their own road; in fact, the northern and southern roads to the extent they shall populate and develop north and south of us, were really helps to the central business. The Central Pacific ran to San Francisco, and it was to the interest of the State and of the Central Pacific Railroad, as well, that San Francisco should be the great commercial centre of the Coast. The Central Pacific Company conceived that they would protect their property interest in their Central Pacific road by building lateral lines through the valleys to tap both the northern and southern roads, and bring the produce and traffic to a central point at San Francisco. The California and Oregon was being built up the Sacramento Valley, running from here toward Shasta, crossing the range there and going down the valleys to the mouth of the Columbia River, where it would intersect with the Northern Pacific road. A line was being built from the Western Pacific road up the San Joaquin Valley, and so to go on past Visalia to the Colorado River at the State line, where it would form a junction with the Southern Pacific road, so that both the northern and southern roads would be tapped, and an interchange of business from both be brought to the great commercial centre of California—at San Francisco.

The Central Pacific thought that by having these two lines they would not only protect their own interests, but would also promote the best interest of the State. They had, at much sacrifice, as I have indicated, by sale of their own and their Government bonds to build their road during the war, created and maintained the credit of the Central Pacific Company, and had made their railroad securities in the Eastern and European money markets among the best American railroad securities. They desired to build these lateral lines. They were both running through a good agricultural country, requiring only the railroad to give them the population and development to sustain a railroad.

As a means of applying the established credit of the Central Pacific road, they conceived their interest as well as the public interest would be promoted by consolidating both these lines with the Central, so that they should both be branches of the Central Pacific Railroad, and the mortgage bonds of either would be Central Pacific mortgage bonds, and would sell for as much, or within a fraction of as much, as the Central Pacific main line in New York or in Germany; whereas, if these roads could not partake of the credit and business of the Central Pacific, their bonds would not sell for a price that the company would be warranted in accepting for the purpose of building those lines of road now. They were, accordingly, consolidated, and they are being built by the proceeds of their mortgage bonds.

Since they were consolidated, much has been said about "watering stock," which seems to imply much and defines nothing. There is no watering stock about it. Whatever was the capital stock of these three companies is now the capital stock of the consolidated Central Pacific. The stockholder in either company receives the same number of shares

in the consolidated company that he had in either before the consolidation—no more or less. The shareholder in the Central Pacific is in my judgment benefited by the promotion of the Central Pacific interests which this connection secures in the future, and the stockholder in either of these branches is benefited by the increase in the present market value of the bonds of the road, for these roads can be built for a less number of bonds than before. That was the purpose and object of the consolidation.

The roads can be operated as one more cheaply than they could under three different organizations. If there is a temporary need of locomotives or cars on any one road at one particular time, or for any particular purpose, or in any season of the year, it can be supplied from some other portion of the line. If they were under separate organizations it would take an increased outlay for rolling stock amounting to hundreds of thousands of dollars to supply them.

The railroad postal service alone, between the East and this coast, has annually saved to the Government more than the interest on all the Government bonds. It has also saved upon the transportation of military supplies and the movement of troops nearly as much more.

The committee adjourned to the call of the Chairman.

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REPORT

OF

THE CITY HALL

INVESTIGATING COMMITTEE.

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T. A. SPRINGER.....STATE PRINTER.

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# REPORT.

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MR. SPEAKER:

The Assembly Special Committee appointed for the purpose of investigating the acts and proceedings of the City Hall Commissioners of the City of San Francisco report that they have had the whole matter under consideration; they have examined the grounds, the foundation, and the building, as far as the work has been done; they have also examined, at great length, thirty-eight witnesses in reference to the concrete foundation, the grading of the lot, the stone, and other material as being furnished; also, regarding the frauds that were alleged to have been committed by the Commissioners; examined the original and modified plans and specifications.

The original plan and the specifications have been modified to some extent, which probably caused the complaint on the part of the architects and some of the contractors. The committee are of opinion that the modification was necessary, as it was shown by the evidence that the building could not be finished for the amount of the appropriation, unless so modified; and under these circumstances the committee can see no just cause for complaint, but are of the opinion that the Commissioners have done the best they possibly could do for the faithful performance of the work they have to perform, and after a careful investigation of all the evidence produced before them the committee have been unable to find any foundation for the rumors and reports of the frauds as alleged to have been committed by the Commissioners.

The books, accounts, and expenditures were all found to be correct. There was no evidence that went to prove that there had been any collusion between the contractors and the Commissioners, or the contractors and the architect, as alleged, of a fraudulent nature.

The work is now progressing, and a large number of men are employed, and the Commissioners are of the opinion that under the modified plan the building will be completed in about four years, and at an expense not to exceed the amount of the appropriation—one million five hundred thousand dollars.

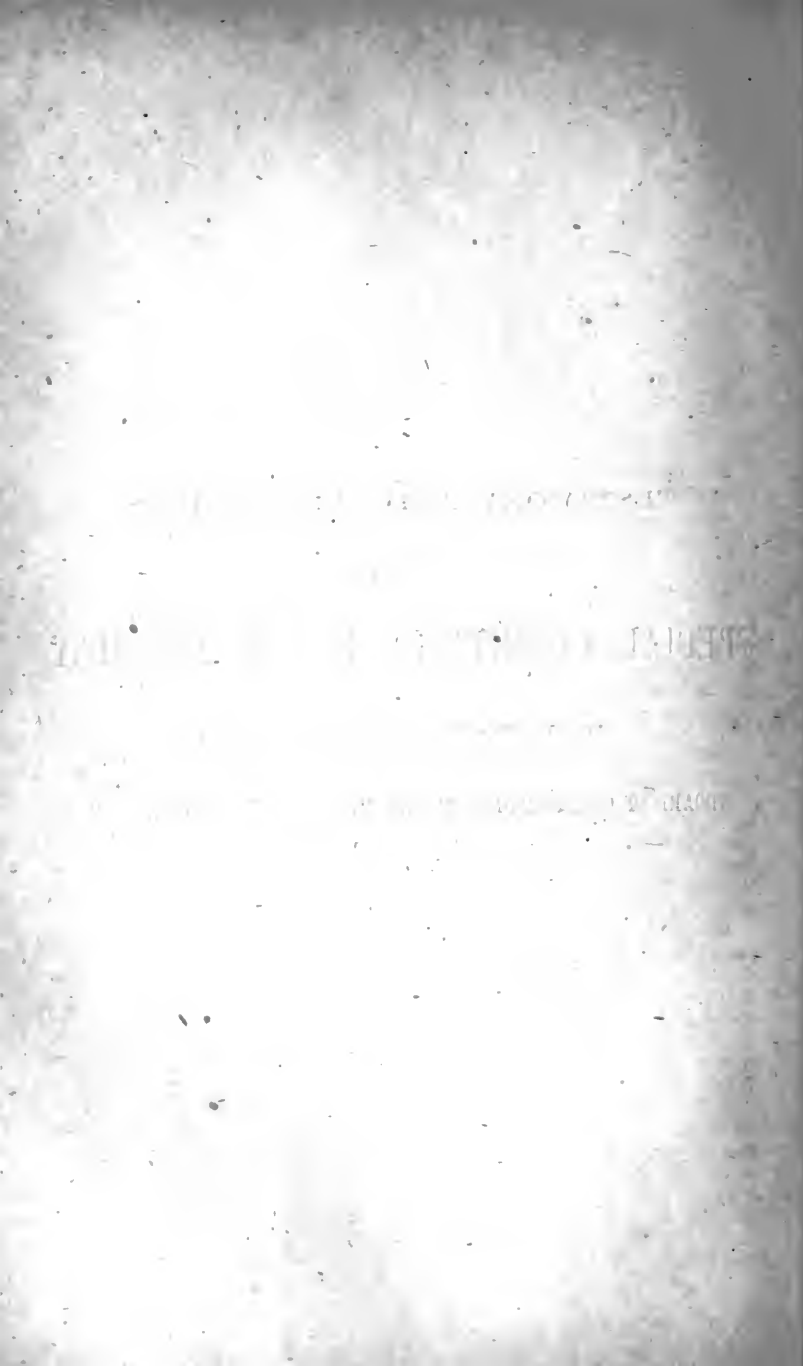
All of which is most respectfully submitted.

(Signed:)

S. McCULLOUGH, Chairman.



TESTIMONY AND PROCEEDINGS  
OF THE  
SPECIAL COMMITTEE OF THE ASSEMBLY  
APPOINTED TO INVESTIGATE THE CONDUCT OF THE  
BOARD OF COMMISSIONERS OF THE CITY HALL OF SAN FRANCISCO.



## TESTIMONY.

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SAN FRANCISCO, January 31st, 1872.

The committee met at eleven o'clock, A. M., in the chamber of the Board of Supervisors, City Hall. Present—Samuel McCullough, Chairman, of San Francisco; W. A. Aldrich, of San Francisco; Mr. Andrews, of Shasta; and Mr. Mott, of Los Angeles.

The Chairman read the resolution appointing the committee, as follows:

*Resolved*, That a special committee of five, of this House, be appointed to investigate the acts of the City Hall Commission, of San Francisco, with power to send for and compel the attendance of witnesses, and the production of plans and specifications and such other papers as, in the opinion of the committee, are necessary to arrive at a fair and impartial conclusion, and report the facts to this House.

— Andrew J. Marsh was appointed official shorthand reporter for the committee, and was sworn by the Chairman.

Mr. P. H. Canavan, one of the City Hall Commissioners, announced that the Commissioners did not desire to be represented by attorneys in the investigation, because they did not feel that they were on trial, no charges having been preferred against them. He asked, however, that Mr. McCenery, who is the regular attorney of the Commissioners, be permitted to make a statement on their behalf.

*Mr. McCeney*—Mr. Chairman, and gentlemen of the committee: On the part of the City Hall Commissioners I wish to state that they have no desire to make any concealments about this matter; on the contrary, they desire to extend every facility and assistance in their power for the investigation of their acts, from the time of their appointment under the Act of eighteen hundred and seventy, to the present time, and will endeavor, in every way, to assist the committee in the investigation. Whenever your honorable committee think proper to visit the site of the City Hall and examine the work as far as it has progressed, they will attend to your honorable committee, and give you every information and every facility in their power; the employés there are also instructed to wait upon you and give you every possible information and facility. All the contracts that have been entered into are in compliance with section eleven of the Act on file in the office of the Board of Supervisors in the adjoining room, where they are readily accessible to the committee; and also a report made to the Board of Supervisors giving a detailed state-

ment of their transactions; and also a statement of their receipts and expenditures. The records and books of the Commissioners, and all their papers relative to the transactions of the Board, will be found in the office of the Board, on the City Hall site, and they are, of course, at the disposal of your honorable committee; and the officers of the Board will attend you there at any time, and at all times, and exhibit and explain the same, and give you such information as you may deem necessary.

*The Chairman*—It will be necessary to have certain books and papers present here.

*Mr. McCeney*—Of course we have no objection, and we expect that you will have them; it is our wish and understanding that you should be facilitated in every possible manner; the Board ask for no concealment, and only desire a full, fair, and impartial investigation of the matter, as we have no doubt it will receive at the hands of the committee. It has been suggested that you can have the use of the office at the site of the new City Hall to meet in, if it is found to be inconvenient to bring the books here. We only ask that the investigation be proceeded with as rapidly as is consistent with your other legislative duties.

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### TESTIMONY OF P. H. CANAVAN.

P. H. CANAVAN, one of the Commissioners, called and sworn, and examined by the Chairman:

*Question*—Who is the custodian of the books of your Commission and the papers?

*Answer*—The Secretary.

*Q.*—Will you be kind enough to instruct your Secretary to bring those books, papers, and vouchers here?

*A.*—I will, sir; any books you name. Do you want all the papers?

*The Chairman*—We want all the papers and vouchers and correspondence in relation to procuring plans and specifications.

*Mr. Canavan*—The Secretary will attend to bringing the books—all the books and papers and correspondence, and all the contracts, we have there.

*The Chairman*—We want the plans, and copies of the specifications, and also the originals.

*Mr. Canavan*—The originals, I think, are here.

*Mr. McCeney*—The originals of the contracts are here, but the plans are not.

*Mr. Canavan*—I will have them any time you desire them.

*Mr. McCullough*—All the plans and designs. We can get them, I presume?

*Mr. Eastland* (one of the Commissioners)—The office out there is very commodious, and all the valuable papers are there in a safe; and also the plans—some of them are hanging on the walls. I would suggest to the committee to meet there, with the view of facilitating matters only; because they are public papers and very valuable ones, and by removing them there may be some danger of their being lost. We have quite a large room there. Every facility will be afforded for your meetings.

*The Chairman*—We will be responsible for all the papers produced here.

*Mr. Aldrich*—I suggest that we go there, for that part of the investi-

gation at least. I can see no possible objection to it. I can see that it will be a matter of convenience for you and, perhaps, as well for us.

*Mr. Canavan*—They are working from certain plans now—actually working from them—and if they are brought here the work will have to stop. They are not working from the original plans, of course, but from designs.

*The Chairman*—Traced copies?

*Mr. Aldrich*—I will suggest, that so far as relates to that part of the investigation—the matter of examining papers, plans, etc.—we meet at the Commissioners' office at the site of the City Hall.

*The Chairman*—It is necessary to have those papers before us in examining the witnesses. They work there from tracings altogether, not from the original drawing, and it will not interfere with their business.

*Mr. Aldrich*—I make that motion, that, so far as the investigation and examination of the books and papers goes, it be had at the office of the Commissioners.

[The motion was seconded, put, and carried.]

*Mr. Andrews*—It seems to me if we are to investigate all the acts of the Commission, that the first act we have to investigate is with regard to the appointment of the Secretary.

*The Chairman*—I do not think there is any necessity of investigating anything of that kind.

*Mr. Andrews*—Then the first act, I suppose, is to proceed under the second section of the Act—proceedings to grade the lot. That is the first thing we have to do, to investigate that from its inception to its completion.

*Mr. Canavan*—I think you had better have a complete investigation of the whole thing, from the first to the last section—the whole matter—a complete investigation. We desire you to go into an investigation of the acts of the Commissioners fully—from the appointment of Secretary to the laying of the last stone on yesterday. For that we do not think it necessary to have an attorney; but it may be necessary, from the manner in which you may carry on the investigation, at some stage to ask to have an attorney. I will state to the committee, that the Secretary of the Board of Supervisors has in his possession a detailed account, made by our Secretary, and deposited there, of all the acts, contracts for grading, and everything. That detailed report will facilitate the investigation very much. It shows the expenditure of every cent we have expended.

*Mr. Andrews* moved that the committee adjourn to meet at the rooms of the City Hall Commissioners at one o'clock, at the location of the new City Hall.

The motion was seconded, put, and carried, and the committee accordingly adjourned.

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#### AFTERNOON SESSION.

The committee met pursuant to adjournment at the Hall of the Commissioners, on the site of the new City Hall.

Present—*Mr. McCullough*, of San Francisco, Chairman; *Mr. Aldrich*, of San Francisco; *Mr. Seibe*, of San Francisco; *Mr. Andrews*, of Shasta, and *Mr. Mott*, of Los Angeles.

On motion it was agreed that when the committee adjourn it adjourn to meet at half-past seven o'clock this evening at the rooms of the Supervisors.

P. H. CANAVAN—RECALLED.

Examined by the Chairman.

Question—In the printed instructions issued by you for the guidance of architects, did you intend to convey the impression that they should produce a design containing all of the necessary Courts in a building which should not cost more than one million and a half of dollars for its erection?

Answer—It is so stated in the printed suggestions and instructions.

Q.—Will you furnish the committee a copy of those instructions?

A.—I will, sir. [Produces a printed copy, which is hereto annexed and marked "Exhibit A."]

Q.—In specifying the materials to be used, did you intend to carry out your instructions?

A.—We did, sir, of course.

Q.—Were you acquainted with the names of each architect previous to your award of the premiums for each design?

A.—I didn't know one of them, sir.

Q.—Did you intend to respect or break those instructions?

A.—The instructions were not to us, sir; we could not break them. These were instructions to the architects who were designing the plans.

Q.—My question was, did the Commissioners break those instructions?

A.—No, sir. I don't understand your question. What do you mean by breaking?

Q.—Did they follow them out strictly?

A.—The instructions? Certainly, as close as we could; as closely as the interests of the city and the law demanded.

Q.—Did you modify the plans, or rather did you carefully examine each plan with reference to modifications?

A.—Yes, sir. If you would like a detailed answer, I will say, in the first place, when we got up the plan of instructions and suggestions to architects, we engaged the services of Mr. Wright, of the firm of Wright & Saunders, and H. W. Williams, who is also a very prominent architect, and they got up the instructions for architects; and there were some fifteen plans under them; and when all the plans were exhibited we selected eight of them, I believe it was, of the very best of the plans, rejecting all of the others. And then we got two experts—Mr. Thomas J. Johnston, a prominent architect of this city, and Mr. Henry L. King, a builder.

*The Chairman*—[interrupting]—That we will come to presently, as to experts; and if you will confine your answers to the question as briefly as possible we will get through much quicker.

Q.—Did you modify the plans, or rather examine each plan with reference to modifications?

A.—Very carefully.

Q.—Did you modify any plan?

A.—One plan. There were but two plans that would admit of modi-



fications without disturbing the symmetry and harmony of the plan, or the utility of these plans. Those were the plans of "Eureka" and "Ne Vila Fano."

Q.—Did you give each architect an opportunity personally to explain or modify his plan, or did you give any of them that opportunity?

A.—I didn't know any of them at the time, sir; I didn't give anyone that opportunity.

Q.—There was one plan modified?

A.—There was, sir—not at the time that we made the award—we found that a plan would admit of modification, and to that plan we awarded the first premium. The plan was not modified at the time, but we found that the modification could be made to bring it within the limit of the Legislature.

Q.—Did you give each architect an opportunity to modify or explain his design?

A.—Not one, sir, more than another; not one.

Q.—You didn't give any of them?

A.—No, sir.

Q.—Did you know that any one of them was modifying a plan before the time for making that award?

A.—Modifying? No, sir.

Q.—How did you arrive at the cost of each design?

A.—As I said before, we employed two experts—Thomas J. Johnston, architect, and Mr. Henry L. King, builder, at present a Supervisor—and we employed them officially and paid them for their services to make the calculation of the cost of the building if built after each plan. I would say that the experts did not examine or make their calculations together, they made them separately.

Q.—Did you accompany those plans with specifications for the experts to estimate on?

A.—We had no specifications; we simply gave them the plans to measure.

Q.—Did you base your estimates on the materials required by your printed instructions?

A.—Yes; I suppose that Mr. Johnston and Mr. King based their estimates upon the material of which a fine Hall could be built; we didn't specify in our instructions any particular material of which the Hall could be built.

Q.—Did you know it was almost an impossibility for any builder or architect to arrive at the cost of a building without specifications?

A.—I did not; I believe it is not impossible.

*A member of the committee*—These experts who examined had no specifications to go upon?

A.—No, sir; they had no specifications got up, except the general specification of a well-built building.

Q.—In their own judgment?

A.—In their own judgment as builders of the Occidental Hotel, Merchants' Exchange, etc.

*The Chairman*—Who were the experts?

A.—Thomas J. Johnston and Henry L. King. Mr. King built the Bank of California, and Mr. Johnston the Occidental Hotel and other buildings.

Q.—Do you know on what data they based their report, and that it was in accordance with your instructions?

A.—Yes, sir. They measured—had the usual data, I believe; and they

estimated them at about twenty-five cents, I believe, and thirty cents—twenty-five cents for the large Hall, and thirty cents for the Hall of Records.

*A member of the committee*—Per foot?

A.—Yes, sir.

*The Chairman*—What kind of material did they estimate for in the construction of that building and superstructure?

A.—I believe stone foundations and brick superstructure; brick, and iron, where iron was necessary.

Q.—And when you modified the accepted design, what offices did you dispense with?

A.—As well as my memory can serve, we dispensed with the United States Circuit Court and District Court rooms, and the offices of the United States Attorney and assistant Attorney; the Marshal and assistant, and jury rooms; grand jury and petit jury rooms, two or three chambers for the Judges, and a great number of rooms together with them, and we took out a Court with all the necessary chambers, and for the Supreme Court of California besides that, and a grand public hall. Before making out these instructions, the Judges had told us they were disgusted with the odor of their rooms after political conventions had been held in them, and they wished to have a hall set apart for such meetings; and we made provision for such a hall as that, if needed. But finding we could not build all of the accommodations for the Courts of the United States—the United States Circuit and District Courts—and the town hall, and so on, we took them out of the plans and left the remainder—full accommodations for all the city and county offices. I would say that in making provisions for the law Courts, a committee of attorneys and Judges waited upon us, consisting of Judge Lorenzo D. Sawyer, of the United States Circuit Court, Colonel Joseph P. Hoge, and Judge Dwinelle, and they gave us the number of the Courts and the size of the rooms, and so on, that they desired.

Q.—When you advertised for proposals for grading, did you award the contract to the lowest bidder in that case?

A.—We did, sir; and the lowest bidder paid a forfeit of one thousand dollars. He didn't file his bonds, and he paid a forfeit of one thousand dollars, which we collected, and then we gave it to the next lowest. The first, I believe, was nineteen and three-quarters, and the next, twenty-three and a half cents.

Q.—Who was the next lowest bidder?

A.—Hewes & Co., sir.

Q.—What is the cost per yard of getting to the level of the street?

A.—Twenty-three and one half cents.

Q.—What for the foundation?

A.—The grading for the foundation went in with the laying of the concrete; I forget the amount, but we have our books here; so far as the foundation goes, that is counted in with the concrete—seventeen and one half cents per cubic yard for grading for the foundation.

Q.—Do you know the quantity of that grading for the foundation?

A.—We have it in the books; we have exactly what we paid.

Q.—By referring to the books?

A.—Yes, sir; we can find it easily.

Q.—Did you award the contract for furnishing stones for the concrete to the lowest bidder?

A.—We awarded it to Mr. Miles—I believe the lowest responsible

bidder; in every case we awarded the contract to the lowest responsible bidder.

Q.—Did they not all give bonds?

A.—No, sir; some did not; they did not come up to the requirements of the Commissioners; but in most cases they did; perhaps there was one or two cases in all of the contracts, wherein the bidder didn't come up to the requirements of the advertisement; but in only one or two cases, and in all others they did.

Q.—Who were the bidders for furnishing stone for the concrete?

A.—The Secretary will give you the list of them.

*Mr. George*—[reads to the Commission]—"D. Jordan, ninety-five cents; W. N. Norton, three dollars and thirty-nine cents; P. Wurne, two dollars and eighty-five cents; N. Miles, three dollars and fifteen cents; Jas. McDavitt, three dollars and eighty-four cents; Larner, Shirer & Co., five dollars and seventy-five cents; Charles H. Goff, seven dollars."

*The Chairman*—Who is the lowest?

*Mr. George*—D. Jordan.

Q.—Did he get the contract?

A.—No, sir, he could not furnish the material; he had no quarry to furnish the stone from, and, altogether, he did not come up to the requirements.

Q.—Did he give bonds?

A.—No, sir; he could not give the bonds, and I believe his bid was not in.

Q.—Who was the next lowest?

A.—P. Wurne, two dollars and eighty-five cents.

Q.—Did he get the contract?

A.—No, sir; his stones, I remember distinctly, would melt away with the least rain; Gen. Alexander decided that the Telegraph Hill stone was better.

Q.—Did he give bonds?

A.—No, sir; he didn't give bonds; his bid was thrown out because the stone was not good.

Q.—Who was the next lowest?

A.—Mr. Miles; his stone came up to the requirements, and was good; he got it from Telegraph Hill.

*A Member*—Was the stone always specified?

A.—It was always required; we were the judges of it.

Q.—Each bidder had to make his proffer of stone?

A.—Yes, sir; and furnish a specimen of the stone with his bid; we always required that; we found that the first would not stand water; but the stone from Telegraph Hill, and from the Second street cut, we found would stand; the others would not stand, as we found from the samples of the material.

*The Chairman*—Who was the next lowest bidder?

A.—McDavitt, three dollars and eighty-four cents.

Q.—And Mr. Miles was awarded the contract?

A.—Yes, sir; coming up to our requirements, and the quality of the material being all satisfactory.

Q.—You say that the Commissioners were the sole judges of everything?

A.—That is, they superintended everything.

Q.—Didn't you have a certificate furnished by Farquharson, Clarkson, S. H. Williams, and others?

A.—As to what?

Q.—As to the quality of the stone.

A.—No, sir; not that I know of. I don't remember that we did.

Q.—Who examined the stone presented for consideration by each party?

A.—The architect examined it, and others; I examined it myself, and each of the other Commissioners examined it.

Q.—Are you a judge of those matters?

A.—Not a very good judge; I know something about it.

*Mr. Eastland*—There was a test made?

*Witness*—Yes, there was a test made of each sample of stone that was examined, and this stone of Telegraph Hill we found to come up to the requirements, and to be satisfactory; and he being the lowest bidder, we gave it to him.

Q.—Did you examine the quarries from which the various parties proposed to furnish stone?

A.—Yes, sir; I believe the architect examined the quarries; but in one case he could not find any quarry, and though he was the lowest bidder he didn't get the contract.

Q.—Who recommended the stone from Telegraph Hill?

A.—I believe General Alexander; I would not be positive. There were many experts who examined it, and spoke of Telegraph Hill and Second street cut, and recommended them.

Q.—Who did you say was furnishing the stone?

A.—Mr. Miles.

Q.—Have you required the contractor to furnish the stone in the manner specified for?

A.—Very nearly. We have required them always to furnish stone just as the specifications called for. I would like to say here, that at one time the stone furnished was larger than the specifications called for—a part of the time. The larger stones were just as good, but there was some popular outcry, and somebody was demanding uniformity, and we stopped that, and then they came of regular size; but I have the best authority for saying that a uniform stone is not necessary to make concrete; but on the contrary, a want of uniformity is better in making good concrete. Mr. Calvin Brown is my authority for that.

Q.—Has that Telegraph Hill stone been thoroughly screened?

A.—It came here very clean. Occasionally it was not as clean as it might be desired, but very seldom. As it came here we didn't know how it was, but only looked at its condition when it arrived here. On arriving here it was always very clean—some not as clean as was desired; but whenever it arrived here we always gave instructions to have it brought cleaner. I would like to remark that Calvin Brown, who is an authority upon foundation work, has told me that this concrete was as good a piece of work as ever he saw.

*A Member*—We will have him before us, I suppose?

A.—Yes, sir; he is willing to testify to that.

*The Chairman*—You furnished specifications, did you not?

*Mr. McCeney*—The original specifications are with the Board of Supervisors; but we have copies of them here.

*Witness*—We have true copies that we keep for our own use here. [A

book is here shown which is marked "Exhibit B," and the following is read from page twenty-three]:

SPECIFICATIONS OF STONE SUITABLE FOR CONCRETE FOR THE NEW CITY HALL BUILDING.

Six thousand six hundred (6,600) cubic yards, more or less, clean, hard stone, broken not larger than egg size, to be delivered on the premises, in such places about the premises, at such times and in such quantities as may be required from time to time by the architect, all to be delivered within six (6) months from date of the signing of contract. Samples of stone not less than one cubic foot, broken as required, marked plainly with a designative mark must be deposited with the Secretary of the Board at least one week prior to the date appointed for receiving bids. All stone not equal to sample will be rejected and must be removed from the premises at the expense of the contractor. The stone must pass the inspection of the architect or such person as he may appoint.

The contractor will be required to give a good and sufficient bond in the sum of ten thousand (10,000) dollars United States gold coin, conditioned for the fulfillment of the contract, and be subject to a penalty as liquidated damages of one thousand (1,000) dollars per day for each day the building may be delayed by the non-delivery of the stone as required; and the architect shall have the right to purchase other stone at the cost of the contractor, to supply the deficiency, after one day's notice.

All the terms of the advertisement for proposals for furnishing material for the New City Hall Building must be strictly complied with, and with these specifications will be made a part of the contract.

The contractor will name the shortest time within which he will deliver the whole quantity which will be considered within the award.

(Signed)

THOMAS J. JOHNSTON,  
Agent for the Architect.

The foregoing are the specifications referred to in the foregoing contract made and entered into this twenty-second day of July, A. D. eighteen hundred and seventy-one, and made a part thereof.

(Signed)

MICHAEL MILES.

Copy of original. J. M. MASON.

*The Chairman*—The stones furnished; are they in strict accordance with the specifications?

A.—I have answered generally that they are in strict accordance. In some cases they are not in strict accordance, but they are nearly so.

Q.—What would be the difference in value, if any, if they were in strict accordance with the specifications and as furnished?

A.—None at all, sir. I have inquired into the matter, and I find there would be none at all.

Q.—How do you arrive at the quantity delivered?

A.—We have a box to measure the quantity received by the cubic yard; a box that contains a cubic yard, and into that we put so much stone, and find out how much a lot contains.

Q.—Who attends to that?

A.—Mr. Barry receives them; a very excellent man. The carts are loaded first, and he sees that the cart is sufficiently full to contain the specified amount, and whenever it does not he complains and the error is corrected.

Q.—Mr. Barry is the receiver then?

A.—He receives it; yes, sir; has done so.

Q.—How many yards have been delivered of stone?

A.—How many yards have been delivered of stone? The Secretary, Mr. George, can tell in a minute.

Mr. George—I have the account up to the nineteenth of December. Then it was seventeen thousand two hundred and sixty-five yards.

The Witness—Well, very little has come since then, owing to the rains.

The Chairman—How many did you advertise for?

A.—Six thousand six hundred.

The Witness—I would like to explain that fact of the difference. That comes from extending the concrete outside of the walls. It was to go just outside of the walls; but we have extended it further out from the wall to make it all the safer; and we have added under the Hall of Records two feet, making five feet instead of three; and under the tower three feet, making six instead of three; and hence the increase. This I did on the authority of General Alexander.

Q.—Did you receive proposals for furnishing the extra quantity?

A.—We did not; because the contract said more or less, and the contractor was bound to furnish as much as was required.

Q.—You extended the foundation by the advice of the architect?

A.—Yes, sir; by the advice of the architect; and to increase the depth under the Hall of Records and under the tower. That was by the advice I believe of General Alexander, when the architect was absent.

Q.—Didn't you know when you advertised for six thousand six hundred yards, that you would want more, and the larger the quantity the cheaper it would be?

A.—I didn't know that we would want more, neither did the contractor.

Q.—That would be the natural result: that the more that was required the cheaper it would be?

A.—I think it would make very little difference. It might make some, of course.

Mr. Eastland—I will say also that we had to excavate at some important points much deeper than we expected, on account of graves and coffins that we found, and that we had to take out, and send to the city burying ground at the expense of the Commission. You can see some coffins yet, lying back of the fence.

The Chairman—What was the depth of the sand taken off?

A.—I suppose fifteen feet.

Mr. George—It was nearly that on the average; there were some hills there.

The Witness—Do you mean from the level of the street?

The Chairman—From the site of the building how much was the average depth of the sand taken off from the level of the ground—the sand as it originally stood before you commenced grading?

A.—Oh, that was fifty, sixty, or seventy-five nearly, or one hundred—seventy-five, at any rate, from the top of the sand hills.

Q.—What proportion of the ground which this building is to cover did this depth of sand extend over?

A.—Nearly the whole extent, sir; not seventy-five feet but—

Q.—[Interrupting.] Does the committee understand then that the graves you spoke of were over fifteen feet in depth?

A.—Yes, sir; they were over fifteen feet in depth; the sand had blown in and covered them. I believe there are a few there now, under the Hall of Records at present, that we could not get at very well in going down; we have to fill them up yet.

Q.—Did you award the contract for the labor to put in concrete to the lowest bidder?

A.—The lowest responsible bidder, I believe, sir; a person complying with the instructions, you know.

Q.—Please state who the bidders were?

*The Witness*—Please read them, Mr. Secretary—the bidders for filling in the concrete; the bid included all of the excavation for concrete by itself.

Q.—All the work on the building was by contract?

A.—Yes, sir.

*Mr. George*—There are three items, in some instances, to each bid. [Reads.]

Patrick Roach, laying concrete bed, two dollars and thirty-six cents per yard; grading, forty-eight cents; and fence complete, five hundred dollars.

John Hewes, laying concrete, three dollars and sixty-five cents per yard; excavation, forty-five cents per yard; fence, twenty-seven hundred dollars.

E. Donnelly, laying concrete, one dollar and seventy-four cents per yard; excavation, forty-two cents per yard; fence, six hundred dollars.

Patrick Creighton & J. W. Duncan, laying concrete, three dollars and seventy cents per yard; excavation, forty-eight cents; fence, one dollar a lineal foot.

M. Miles, laying concrete, three dollars per yard; excavation, forty-four cents; fence, ninety-five cents per running foot.

George Cochran, laying concrete, four dollars per yard; excavation, fifty cents per yard; fence, four hundred and fifty-eight dollars; two houses, fifty dollars a bulkhead, fifteen hundred dollars.

D. Jordan, concrete grading and bulkhead, two dollars and ninety-seven cents per yard; fence, twelve hundred dollars. This one is not received because it came after the time.

*The Witness*—Read it.

*Mr. George*—[proceeding]—Mitchel & Dunphy, concrete, one dollar and forty cents per yard; grading, fifty cents; fencing, twenty-five cents per lineal foot; that is all.

*The Chairman*—Who was the lowest bidder?

A.—Mitchel & Dunphy.

Q.—Did they get the contract?

A.—No, sir.

Q.—Why, I will ask you, Mr. Canavan?

A.—Because they didn't come with the proper certificate, I suppose.

Q.—Did they forfeit their bond?

A.—No, sir; because the bid was not accepted; there was no bond.

Q.—Who was the next lowest?

A.—Mr. George E. Donnelly.

Q.—Was the contract awarded to him?

*The Witness*—No; he didn't come with the certificate required of fitness to do the work; I will ask the Secretary to read that in regard to the responsibility of the parties to the specification in the advertisement.

*Mr. George*—[reads]—“The party or parties proposing for concrete must be known as skilled in the work of making and laying the same, and have certificates to that effect satisfactory to the Commissioners, and accompanying each tender.”

*The Witness*—He brought no such certificate as that, and no certificate; he referred to Mr. Eastland, one of the Commissioners, who declined to give him any such a certificate.

Q.—Who is the next lowest bidder?

*Mr. George*—The next lowest is D. Jordan.

Q.—Was the contract awarded to Mr. Jordan?

A.—Yes, sir.

Q.—He is now prosecuting the work?

A.—Yes, sir.

Q.—Did you make any alterations in the quantity to be used?

A.—Quantity of what?

Q.—The quantity of labor to be performed?

A.—The price?

Q.—Yes, sir.

A.—No, sir.

Q.—Did you take proposals to furnish the labor for the extra concrete?

A.—You mean for the work in the concrete, is that what you mean? No, sir; the material was furnished, you know, for the man that made the concrete; there was a separate contract for the material and making of the concrete; in every case we had, that was the course we would pursue; I would like to show that the Commissioners have adopted the course of advertising for the material, and the building of the material, separately; that was to prevent, as much as possible, any collusion between the contractors and the builders; for instance, we advertise for so much stone to build the foundation walls, and receive a number of bids, and award to the lowest bidder; and when it comes in, the contractor doesn't know who is going to build from his material, for we have not advertised for the person to build; when we get the bids and the samples, and a little sooner, perhaps, sometimes, we advertise for the parties to build the work at so much; and at that time the builder does not know who is to furnish the stone, and the man who furnishes the stone does not know who is going to build it; that is to avoid collusion between two contractors, and that works admirably.

Q.—Did the specifications call for a contractor to put down the foundations between plank linings or casings?

A.—We had that always; yes, sir. We have never failed. We do that always, sir. We are doing it now. You see that out there all of the time.

Q.—The specifications called for that?

Q.—Yes, sir, I believe they do. It has been done anyway; they are doing it now, and what is doing now has been done all the time. I don't know as the specifications call for it, but it has been done.

Q.—Will you explain to the committee the reason for making those alterations and extending the width of the foundation?

A.—Yes, sir. The thing is so simple that it nearly explains itself. If you put down a foundation to run up close to the wall, why it is the same as the back of that chair [showing,] supposing it runs out further than the chair does. We discovered that it is necessary here to make it stronger. And then the great width of the tower and the Hall of Records necessitated greater strength under them in order to support



them, because if there is not greater strength the great weight might push down the cement.

Q.—Do not the specifications show the foundations required to support the tower?

A.—No, sir; because the plans said nothing about the concrete at all. No plans said anything about the concrete.

Q.—The specifications showed the width of the foundation, did they not?

A.—Oh, yes; but the making of this concrete—no, it went beyond the width of the foundation as specified at the time as a matter of necessity, but no plan said anything about the concrete.

Q.—If the plan showed the width of the concrete foundation as, the Commissioners knew, of course, the width of the foundation—

A.—[Interrupting]—The plans are equal. In that regard they are all the same.

Q.—Do you mean to say the plans showed the foundation running down on the line of the wall?

A.—I believe they did. They said nothing about concrete or any concrete bed; and no plan said anything about concrete bed.

Q.—Did any of the plans show that?

A.—No, sir.

Q.—Was it your intention to put down a concrete bed?

A.—That we had not decided. Some thought it was not necessary and some thought it was. Some thought the sand was compressible, as shown by the shaking of it in carts in going a block or two, when it will fall down, showing that the sand is compressible.

Q.—Will you please show a section of the building?

[Mr. Laver, the Architect, shows a drawing.] That is the section of the lowermost portion only.

*The Chairman*—Which shows the width of the foundation, does it?

*Mr. Laver*—Oh, yes, sir.

Q.—Was this section drawn at the time of the contract for putting down concrete was made?

*The Witness*—No, sir; that was not. It had no reference to the concrete at all, you know.

Q.—Did those men bidding ever measure the width of it at the time they were bidding for the work?

A.—The stone work?

Q.—The stone work for the concrete?

A.—Oh, no; nothing at all.

Q.—They had nothing to govern them?

A.—No; it had no reference to it. They had to furnish so much stone, you know.

*Mr. Laver*—I have all of the sections that are not complete, if you require them.

*The Chairman*—In estimating the amount of cubic feet or yards to be furnished, how did you get at it—by the plans and specifications, the size of the buildings, or how?

*The Witness*—The size of the building and the architect's estimates.

Q.—How did it happen that you advertised for but six thousand six hundred yards?

A.—I can explain that. It was on account of the number of graves we found out there; that was one cause. On account of extending the foot wall for part of the concrete bed; that was another. And third, because of increasing the depth under the Hall of Records, which was

made a separate building, and which, under the original plan, was a part of the main building all the way. Since that time we separated it, and to make it thoroughly and completely fire proof we separated them, and on account of the great weight we had to increase the concrete from three to five feet, and then under the grand tower, that will be built sometime or other, we had to increase the concrete, on account of the greater weight, from three to six feet.

*Mr. Laver*—That was provided for in the plan, and estimated upon, but the other was not.

*Chairman*—Have you extended the width of the foundation from what it originally was to be?

A.—Oh, no; we have not touched that. On the contrary—the buildings you ask about?

Q.—The foundations.

A.—The foundations? No, sir. The building itself is narrowed from three to six feet.

Q.—You have stated that the plan showed no extension beyond the wall?

*Witness*—The plans showed nothing about the concrete at all.

Q.—You misunderstand me. When I spoke of the foundation I spoke of the concrete.

*Mr. Laver*—I would like to speak about that. A simple plan for the concrete and the specification was made on the thickness, but really no plan was required.

Q.—No width?

*Mr. Laver*—Oh, it is all there with the exception of the court yard; that is not there.

Q.—Was that so intended?

*Mr. Laver*—Oh, yes, sir.

*A Member*—That entered into the calculations of the architect, did it?

A.—Yes, sir; certainly.

*Chairman*—How is it—that is the point—that it was supposed to require no more than six thousand six hundred yards?

*Mr. Laver*—How? Well, it requires some explanation, as you will see at a glance. I was not at that time here. I forwarded it to the Secretary, and it was subdivided here.

Q.—You didn't extend the whole of the concrete?

*Mr. Laver*—Yes, sir; but it has been improperly subdivided. We cannot get any more than it really is. That six thousand six hundred feet was not properly subdivided; I don't know who did it.

*Mr. Eastland*—That was made by Mr. Johnston. It was originally divided while you were in New York.

*The Chairman*—We will have Mr. Johnson here. Then there was no alteration made in that respect in the original plans?

*Mr. Laver*—No, sir.

*Mr. Eastland*—You don't mean to say there has been no alteration made in the thickness of the concrete, or for the stone?

*Mr. Laver*—No, I didn't understand the Chairman that way.

*A Member*—I understood you to say there was no concrete calculated on at all; when the plans were first received no concrete was contemplated whatever. Now I understand the architect to say that he did contemplate the concrete.

*Mr. Canavan*—No, that was after the plan was awarded.

*Mr. Aldrich*—I understand the architect to refer to the original plans for the concrete.

*Mr. Laver*—You are confusing the competitive plans with the building plans.

*Mr. Cunavan*—In the competitive plans the concrete was not referred to at all, by any competitors.

*Mr. Aldrich*—The plans were submitted to Mr. King and Mr. Johnston. Did they have any idea of the concrete?

*Mr. Cunavan*—No, sir, none of the plans; this plan nor any other.

*Mr. Aldrich*—You had not got up to that point where you worked upon the material necessary for the foundation?

*Mr. Cunavan*—Not at that time.

*The Chairman*—I understand the experts employed to estimate the value of the building had no specifications, and didn't know what kind of materials were to be used, but simply based their estimate upon a good strong substantial structure?

*The Witness*—That is it precisely; that is a fair way to put it.

*The Chairman*—Has the contractor been held to the letter and spirit of the specifications for the labor to put it down?

A.—I believe he has, except in asking for an extension of time, which has been granted.

Q.—But for the quality of the work?

A.—Yes, sir; for the quality of the work, yes, sir; the work is very well done.

Q.—Did you award a contract for furnishing cement to the lowest bidder?

A.—I believe we did, sir, and got it very low, as I remember. We got it for three dollars and twenty four cents, and it is worth to-day four dollars and four and one half dollars; and we are receiving some still at three dollars and twenty-four cents.

Q.—Who got that contract?

A.—Mr. Cadue, or the Benicia cement agency—Mr. Cadue is the agent of the company.

Q.—You use Benicia cement?

A.—Yes, sir; we tested it with other cement, and found it the very best; and we sent a sample of the Benicia cement to New York, to be tested by experts, and they pronounced it very fine.

Q.—What is the weight—the standard weight of a barrel of cement?

A.—I believe three hundred pounds is what we call it.

Q.—Does the Benicia cement come up the standard?

A.—It does not; but we make it come up; we measure and weigh it, and we find, on an average, that it will run under three hundred pounds, say twelve pounds, and we have that deducted from the bill.

Q.—Who attends to that?

A.—The Secretary and Mr. Barry—that is, the Commissioners superintend this—they exercise a general and constant superintendence over all of the details of the business.

Q.—About how many have been weighed?

A.—Several; fifty at a time; we take fifty barrels and get the average, and then take fifty again.

Q.—Did you ever test regular cement; and if so, what process did you use to determine its properties?

A.—The qualities of it.

Q.—Yes; and by whom?

A.—By the architect; and since we have had the Superintendent, Dun-

can, he is at it constantly; he has even built a wall—an experimental wall—and put in both cements, the New York and Benicia cements, in a sample wall.

Q.—Who is Mr. Duncan?

A.—He is a very favorably known builder; he has been the Superintendent, until we employed him, of the State University.

Q.—He is the Superintendent now?

A.—Yes; he has been building the State University, and was highly recommended to us.

Q.—What is his trade—stone mason, carpenter, plasterer, or what?

A.—I don't know; I think I heard he was a carpenter; but his title is builder; he was Superintendent of the State University, and of other stone works; he is looked upon as a builder and superintendent; the Board of Regents of the State University chose him as superintendent, and he was recommended by them to us.

Q.—Did you test any other brands of cement?

A.—We did; a brand furnished by Mr. Meyers; I myself tested that; it is not so difficult to become an expert as some suppose; it is not necessary to become a mechanic, or that a man must become accustomed to materials and the handling of tools, in order to be an expert; that is not any more necessary than it is for a man to understand the piano in order to be a good judge of music; you take that cement, put it into water, and let it stay a day or a day and a half—and let it stand forty-eight to sixty hours—and you can tell; in forty-eight or sixty hours some of it will be brittle, and some soft; some will become hard even in twenty-four hours; some will set very quickly, and some will never get hard; we tried other cements.

Q.—What has been done with the old cement barrels?

A.—They have been returned at the price of ten cents per barrel.

Q.—Is that their market value?

A.—I believe so; that is all we get, or they would give for them. I would not swear to their market value, but that is all we ever got; I believe that is all they ever pay to other parties.

Q.—How much cement per yard did you use in putting in concrete.

Mr. Laver—I would prefer that you would defer that question, and I will give you the accurate statistics. We are measuring quite a considerable piece so as to enable us to tell you more accurately.

The Chairman—Has any work on the foundation or the concrete been done in the night time?

A.—Stone has been brought here at night time.

Q.—Any labor performed?

A.—No, I never saw any performance of labor at night; but it is necessary, on account of the great distance of the quarry, to bring the stone here by night; night and day, of course.

Q.—I understand you to say there has been no work done at night?

A.—Not to my knowledge, no; of course it is a negative question; but I believe not; that is the proper way to answer it.

Q.—Do you know, of your own knowledge, whether the work has been done in accordance with the contract?

A.—Yes, sir; very nearly—very slight difference. I would like to say that when we found the stone too large we complained sometimes of their bringing it too large, and they brought the stone smaller, the contractor saying it was just as cheap to bring it small as large; that he could bring it just as quickly.

Q.—Did you award the contract for rubble to the lowest bidder?

A.—Angel Island stone—yes, sir, I believe we did; Captain Seale, at six dollars and sixty-five cents, I think.

Q.—Did you specify Angel Island stone?

A.—We did, sir; that is, we asked for bids and said there was a quarry at Angel Island, where the Government permitted us to get stone free of charge, which was of great use to us, the Government charged us nothing; we had several bids—six or eight I think, all for Angel Island stone.

Q.—Did that conform to the specifications?

A.—The specifications were modified somewhat.

Q.—When?

A.—Before the bids were opened, or before they came in.

Q.—Before the estimates were made?

A.—Before the bids came in, not before the estimates were made; before the contracts were awarded, or the bids came in; when the specifications were made it was for sheet quarry stone; but the Angel Island stone is boulder stone, and it was impossible to know what there would be. We could not get the Angel Island stone as originally set forth, and so the architect wrote a letter modifying that.

Q.—When was that done?

A.—Before the specifications.

Q.—Had they time to modify their bids?

A.—I believe they did.

Q.—Were the specifications modified so as to give the parties time to estimate for Angel Island stone?

*Mr. Laver*—They all had the same explanations, but the specifications could not be written for a quarry that was not known; but they had the privilege to estimate for themselves. They knew the quarry that was known, and it was impossible to make specifications for any other portion that was not known. And it could not be known whether there was any other quarry that would be accepted or not. I didn't know at the time of making the specifications.

*Mr. McCeney*—The witness, Mr. Canavan, has answered that the contract was awarded to the lowest bidder may lead to some misunderstanding. It was, but there was a bid lower than that, though not for Angel Island stone.

*The Chairman*—The specifications did not call for Angel Island?

A.—No, sir; they did not.

Here the Secretary reads the specifications for stone from book marked "Exhibit B," as follows:

#### SPECIFICATION

Of stone, to be quarried and delivered for the new City Hall and Law Courts in the City of San Francisco, California, for the honorable the Board of City Hall Commissioners, and in conformity with the plans and specifications and under the direction and approval of their architect.

The stones which may be selected from the — quarries respectively are to be of the very best quality, durable and sound, and entirely free from dries, seams, or any weak parts, either in the vertical, horizontal, or angular directions, and free from all sap, slatey, or perishable material, on the exterior or interior of the stone.

The quarrying shall be done in the best manner, with even, parallel

beds and straight, vertical joints, and if the stone quarried (accidentally or otherwise) vary from this description, they are to be pointed and dressed off to conform thereto.

All the stone must be delivered lewised, with such sized and formed lewis as the architect may prescribe.

Outline plans of the foundations of the various walls of the building will be furnished by the architect, and the stones must be quarried and cut to form the various courses, and to give the bond designated on the plans exhibited. The stone may be of such dimensions as the contractor may determine, subject to the approval of the architect, and within the limits herein prescribed, provided they furnish a bond equal to that shown in the said plans.

The stone may be in courses of fifteen to twenty-eight inches thickness, in irregular shapes, the lengths and widths varying, say, from four to seven feet and from two to four feet, respectively; but a sufficient quantity in one thickness must be supplied to make a course around the building. Accidental plugging or spalling below the lines will not condemn the stone, provided there are none exceeding eight inches diameter, or one and a half inches depth, and not contiguous to each other, or in the aggregate exceed one fifth of the area of the bed; that is, at least four fifths of the whole bed and build must be up full to the draft lines. The vertical joints must be split down so that two stones will lay against each other, with no joint exceeding more than one or two inches in any part thereof. Any protuberances or irregularities in quarrying which will prevent the stones from making vertical joints within this limit must be hammered or pointed off, although it is expected that, with the best of quarrying from the best beds of stone, there will not be much of such pointing required.

All questions in regard to the performance of this contract on the part of the contractor will be decided by the architect, whose decisions will be final and conclusive, unless otherwise determined by agreement of the parties to the contract.

The deliveries of footing and foundation stone embraced in the contract shall commence on or before the first day of June, eighteen hundred and seventy-one, and proceed ratably per week, so as to deliver the whole quantity on or before —, eighteen hundred and seventy-one.

But the Commissioners reserve the right to direct that stone shall not be shipped, when the wharves, storing, or service ground, or transportation, in their judgment, demand such delay.

The stone delivered will all be subject to the inspection and approval of the architect, at the wharves, or cars, or on the grounds, as directed, and of such persons under him, and the honorable the Board of City Hall Commissioners, as may be appointed or approved. No stone will be paid for until the same shall have been inspected as above and the bills therefor shall have been certified by the architect.

The stone will be measured by their actual cubical contents. If the dimensions and shape of the stone do not conform to the foregoing specifications and the plans referred to, the architect may deduct from the contents thereof as much as may be necessary to enable the stone to be used in the work to good advantage to the interest of the city and State, or the said stone may be wholly rejected.

The Commissioners will pay for all stone delivered as aforesaid in conformity with the contract, and for which the architect shall duly certify monthly on account, seventy-five per cent of the contract price, and within sixty days after the final completion of the contract to the

satisfaction of said Commissioners, and on the final estimate and certification of the architect, the Commissioners will pay the remainder of the sum due under the contract.

Separate prices per yard cube to be fully stated by parties submitting tenders of the various quarries specified. The contractor will name the shortest time in which he will agree to deliver the stone, within six months of date of contract, as provided in the advertisement, and if a longer time shall be reasonably required to deliver the whole quantity of stone, he will name the time required and the prices so delivered.

The Commissioners have been granted the right to quarry stone at Angel Island, which right, as far as it extends, can be used by parties proposing to contract

(Signed)

THOMAS J. JOHNSTON,

Agent for Architect.

(Signed) H. W. SEALE.

*Mr. Canavan*—Do you want to read now the modified specifications? I have here the letter of the architect.

The Secretary reads the letter-[marked "Exhibit C"], as follows:

LETTER OF AUGUSTUS LAVER, ARCHITECT, TO THE BOARD OF CITY HALL COMMISSIONERS, IN REGARD TO UNDRESSED STONE FOR FOUNDATIONS.

SAN FRANCISCO, July 21st, 1871.

*To the Honorable the Board of City Hall Commissioners*—GENTLEMEN: In reply to various inquiries made of me by contractors, yourselves, and others, previous to the submitting of tenders for undressed stone for the foundations for the new City Hall, as advertised in the city and county newspapers of San Francisco, as to the interpretation of the specification drawn up by me for the same, I deem it proper, for the information of the Board to state before awarding the contract, that said specification was prepared for a "sheet" quarry. This information was given to the contractors on application and to all others, but the option was also given to any contractor to submit a price for stone from the Angel Island quarry, as stated in the specifications laid before contractors.

This quarry being of a boulder formation, it was explained that the clauses of the specification must be adhered to, as to approximate size and quality of the stone, so far as they were practicable in working said quarry for foundation stone. This is plain to all practical quarrymen, from its general tenor and spirit, and no controversy could possibly arise as to the application of the same.

I may further add, that the specification was made in this form so as to develop, if possible, available sheet quarries of the State.

The Commissioners having selected the boulder quarry of Angel Island granted by Government, I am of the opinion, after the explanation of the specifications given to parties proposing to bid, that the Commissioners would be authorized in abating the stringency of the special requisitions in the specifications applying to sheet quarries, without any detriment to the work in the building, and certainly at a large saving in cost under the contract about to be awarded to Mr. Seale.

I have the honor to be, gentleman, your obedient servant,

AUGUSTUS LAVER, Architect.

(A true copy of the original: J. M. MARSON.)

*Mr. Canavan*—I would like to have the bids read for the stone now.

*Mr. George*, the Secretary of the Commission, read as follows:

Henry W. Seale, six dollars and seventy-five cents per yard for Angel Island stone.

E. Donelly, eighteen dollars and ninety cents per yard for granite.

D. Jordan, three dollars and fifteen cents per yard; stone not specified.

G. Griffith & Co., forty dollars and fifty cents per yard for dimension granite.

G. Griffith & Co., unequal sized granite, eleven dollars per yard.

Lorenzo Dow, twenty dollars per yard for granite; seven dollars for blue stone.

J. S. Emory, eleven dollars per yard for granite.

M. Miles, nine dollars and forty-five cents per yard for Angel Island stone.

James McDevitt, six dollars and eighty-five cents per yard for Angel Island stone.

J. Raisch, sixteen dollars per yard for undressed stone not specified.

Charles H. Goff, nine dollars per yard for gneiss.

Lasner, Sherin & Co., ten dollars and forty-five cents per yard for Angel Island stone.

That makes twelve bids.

*Mr. Canavan*—I would like to state to the committee that there were but two kinds of stone that came here that would come up to the requirements of the Commission. One was Angel Island stone, and the other cost entirely too much. It was as good, or better, than Angel Island stone, but it cost too much. The other stones would not answer the requirements, therefore we rejected them, even if the price was lower.

*The Chairman*—I will ask you when you advertised for bids for the stone?

*Mr. Laver*—On the eleventh of April, eighteen hundred and seventy-one.

*The Chairman*—When did you receive the bids?

*Mr. Laver*—It was postponed once; postponed until Monday, the twenty-ninth day of May.

*Mr. George*—April eleventh must be the first advertisement. It was ordered April eighth.

*The Chairman*—When were the bids received, Mr. George?

*Mr. George*—The bids were received and opened on the eighth day of June.

Q.—When were the contracts awarded?

*Mr. George*—On the fifteenth day of July.

Q.—The amended specifications bear date of July twenty-first, and the contract was awarded July fifteenth. I will ask you how it is possible then for the contractors to have seen the specifications, or how could they have complied with them without seeing the amended specifications?

*Mr. Laver*—Whatever the date may be, I now know that was written before the contract was awarded. The contract was awarded for Angel Island stone.

*Mr. George*—I was mistaken in the month, sir. The letter was written before the contract was awarded.

*Mr. Eastland*—The twenty-first day of July the contract with Seale was written.

*The Chairman*—The question is now, when was the contract awarded,



and the answer was that it was awarded July fifteenth, and the amended specifications were made July twenty-first, some six days after the contract was awarded. Now how was it possible then for the competing contractors to have seen the amended specifications?

*Mr. Eastland*—I can make a statement about that, if you will allow me. After Mr. Seale's bid was received, and the other bids for granite and the various sorts of stone, upon its becoming apparent that we could not afford to use the granite, the question was, whether we were to accept the contract for stone that we knew would be more irregular than the specifications called for. We knew that the Angel Island stone would come out irregularly, as you know it does. We delayed some time before the award—between the fifteenth and the twenty-first—and this letter was then received from Mr. Laver, and the question was, whether we could award the contract for the stone; and we thought we could, and not do any injustice to the others, because they had all had the same information. I think the letter explains itself in its terms, also. The explanations were made by Mr. Laver to all the bidders.

*The Chairman*—A verbal explanation by the architect?

*Mr. George*—The contract, as you will see here, was not finally awarded until the twenty-fourth [shows entry of the award of contract of that date on the minute book of the Board of Commissioners.]

*The Chairman*—Then upon this communication being received from the architect, you thereupon made the award and entered into a contract with whom?

*The Witness*—With Mr. Seale.

Q.—To furnish the Angel Island stone?

A.—Yes, sir.

Q.—Have you exacted a compliance with the terms of the contract and the specifications under that contract?

A.—We have, as nearly as possible. We have not accepted any stone that has not been fit for our builders to use. Stone has come here that has been rejected. We have sent some back, and some remains here at their disposal. We intend to accept no stone, and have not accepted any, that is not fit for the building, and worth the money we paid for it. For instance, there will come a good deal of stone smaller than is called for in the specifications, but that small stone is indispensably necessary in the building, and it is used. Instead of breaking up large stone we accept the small. Where we find the stone is very irregular we complain of that matter, and we get it as regularly as is necessary. We have no complaint to make of the stone at present. It has arrived in capital condition. There have been very few loads to be complained of. We have inquired into the matter, and we find that we are getting very good stone at a very low figure, the Government giving the stone for nothing.

Q.—Have you Mr. Seale's proposals?

*Mr. George*—That is the proposal.

Reads from page sixty-one of book marked "Exhibit B."

*The Chairman*—Did he not, in his proposal, offer to furnish the stone as required in accordance with these specifications?

*The Witness*—Well, I do not know; as nearly as we could get at it the Angel Island stone came up to the specifications.

Q.—The specifications call for a certain kind of stone. Did he offer in that proposal to furnish such as is specified, in addition to furnishing such as is used now? Did he, in addition to that, offer to furnish the stone as specified?

A.—He did, as far as Angel Island stone would come up to the terms of the specifications. We accepted it in that spirit, I know—as near as the stone from Angel Island would approach the terms of the specifications?

Mr. McCeney—The contract, I think, has the specifications annexed to it.

The Chairman—Those specifications required a certain quality of stone to be dressed, etc. As I understand you, you have departed from that and are receiving the stone as it comes from the quarry?

The Witness—Yes, sir; because I believe from the information that if we were to stick to the requirements of the specification of bowlder quarry stone we could not get it for ten or twelve dollars. Another thing, we would have to lewis it, and why should we lewis it if it is not necessary? If stones are in an irregular shape then it is necessary to lewis them, or a part of them, and a part of that work is obliterated.

Mr. Eastland—It is undressed stone that we advertised for.

Q.—Did your mason adopt the specifications of the architect?

A.—Yes, sir; O, yes; we adopted their specifications.

Q.—You say this stone is furnished in accordance with the specifications, strictly speaking?

A.—Strictly speaking, they are not in accordance with the original specifications.

Q.—If it had been understood by the original contractors that these stones could have been used in this work, wouldn't you have had more competition, and could you not have obtained the stones at a less price than that at which you obtained them?

A.—I believe not; I would like to give the reasons; Captain Seale is furnishing stone for the Government itself, and he has his own workmen engaged in that work, as well as for us; instead of having two sets of workmen in the quarry, he has only one set, and he is now furnishing stone to the Government at Mare Island, at about the same price that we pay, possibly a little less, because we deduct the drayage from the wharfage up here; but about the same.

Q.—What was the difference in value between that which was furnished and that which was required by the specification?

A.—I believe that required by the specification could not be found in the country; sheet quarry could not be found, I believe.

Q.—How came you to adopt the specifications?

A.—Well, we adopted the bowlder quarry; sheet quarry or granite would cost much more; but you know from the number of bids they all knew that the Angel Island stone would do; we have a number of samples, and that is bowlder and not sheet quarry; but they all came within a few cents of one another in the bids.

Mr. George—There are four bids on the Angel Island stone: ten dollars and forty-five cents, nine dollars and forty-five cents, six dollars and eighty-eight cents, and six dollars and sixty-five cents; the last was the one accepted.

Chairman—As a business man, if you were to put up a house for yourself, would you adopt a specification, and that specification calling for a certain quality and a certain kind of material, and invite proposals for that material, and take in proposals upon that specification, and award a contract, and afterwards change it to a much cheaper material?

A.—Decidedly; any business man would; because the first object of a business man is to get the cheapest material he can, and we have done it.

Q.—But in taking proposals, you would give the advantage of getting the cheapest material?

A.—We would give no man the advantage; we would take the advantage ourselves of getting the best and cheapest material; no man got any advantage in the specifications; they were open to everybody and mentioned Angel Island stone.

Q.—You don't understand my proposition. As a business proposition you would avail yourself of all the benefits of obtaining the very best and cheapest?

A.—I would.

Q.—Was that done in this case?

A.—It was done in this case.

Q.—How was it done in this case, when you advertised for one kind and adopted another?

A.—Because, I knew that if a man should stick strictly to the specifications he could not furnish the stone for less than ten or twelve dollars. I know that I have informed myself. I know the Government is paying now the same price we are for undressed stone, even for their own stone.

Q.—Do you know the difference between the work as specified for and that which is being done now?

A.—You are speaking of the work itself?

Q.—Yes, sir.

A.—Well, if there is any difference at all it is in favor of the contractors; that is, the contractors are doing at least all that is required of them. We find them very willing and very excellent contractors. We wouldn't change them for any others in town. They are doing their work very willingly; and the price, as I have informed myself, of three dollars and seventy-four cents per cubic yard, is very low. The bids ran from that up to nine dollars. I also believe, on information received from experts, that it is the cheapest piece of work that has ever been done on a public work in San Francisco; and I would also state, that it is cheaper than we estimated, a good deal. It will reduce the cost of that part of the building somewhere from sixty thousand dollars to eighty thousand dollars, and that is on account of the great competition in the labor market at present. That is the fact.

Q.—Did you deem it necessary, or did the Board deem it necessary, to employ three lawyers to defend your case when the question of title was up?

A.—Yes, sir.

Q.—Wouldn't one have answered?

A.—No, sir. The other side had three or four lawyers, I believe.

Q.—What did you pay those lawyers?

A.—Fifteen thousand dollars, sir.

Q.—What did they do?

A.—They took upon themselves the whole case in advance. They agreed to defend the suit; the City Hall interest, if it may be so called—the interest vested in the City Hall Commissioners by the Legislature—against the parties who, from personal or other motives, instituted suit against us in order to have the location of the place changed, and so on. They were attacks against the Commissioners, and we had to defend ourselves. The other side raised a fee of fifteen thousand dollars or twenty thousand dollars for their lawyers, I believe. Now, if you

will allow me, I would like to make an explanation. Perhaps it is very important. Perhaps that is the only thing that appears like extravagance that can be alleged against us, or anything of the kind. It was "penny wise and pound foolish" perhaps on our part. We tried to be as economical as possible, and one of the Commissioners wanted the price of the fee named. It is true that the lawyers thought we had better leave it to them, and the other Commissioners thought so; but he had his way, and he prevailed, and so we consulted the lawyers and insisted that they should name the sum of their fee. They said: "You had better leave it to us, and we will treat you well." But we insisted. They said they didn't know how far they would have to go, or how many suits or injunctions there would be, or how many times they would have to go to Sacramento to the Supreme Court; and finally they asked five thousand dollars apiece, if we insisted upon their naming the fee. That is how it happened.

Q.—Did they go to Sacramento?

A.—Yes, sir; they were all there.

Q.—Did they argue before the Supreme Court?

A.—Yes, sir; when it was necessary, it was argued there. I am glad that I have had an opportunity to make explanation, for it was only because we were trying to be economical that we seemed to be extravagant.

Mr. McCeney—The matter was argued by Patterson and Bergin against the Commission, and on the part of the Commission by Wilson, Hoge, and Felton.

The Chairman—Do you understand the plans of the building—all of the plans?

A.—Well, I don't pretend to be an expert at all, but only as a business man; I was not appointed on the Commission as an architect.

Q.—From the experience you have had thus far, do you think, to carry out the plans adopted by the Commissioners with the material specified, etc., that that building can be completed for one million five hundred thousand dollars?

A.—I believe it can, from the work as completed, as it is at present, and what we intend to. We intend to make this part as you see, and then to make the plinth line or water shed of granite, and the superstructure of brick or iron, and plain carpenter work inside. I think it can be done for one million five hundred thousand dollars, or a little over.

Q.—What is the amount paid out and contracted for?

A.—You want to know what it costs for the building, including the grading, or lawyers fees, or what? because it is important to know.

Q.—I would like to know what has been paid out, and what has been contracted for to erect the building?

A.—Including the grading, about four hundred and seventy-four thousand dollars. But I wish that to be understood as including not only what has been paid out, but for the contracts that have been entered into. The newspapers always get that wrong; that it is what we have paid out, but we have not paid out much more than half. When all the walls, external and internal, shall be up eleven feet all around, then it will cost about four hundred and seventy-four thousand dollars. We have paid already something like two hundred and seventy thousand dollars, and that includes grading and everything; it should not go into the cost of the foundation, but the cost of the whole building. I hope the newspapers will get it right now—that when we get the walls, exte-

rior and interior, about eleven feet above the concrete bed the cost will be four hundred and seventy-four thousand dollars.

*A Member*—You believe it can be finished for one million five hundred thousand dollars, according to the modified plan?

A.—Yes, according to the modified plan, omitting the wings, and that does not disturb the harmony of the structure, and with the Mansard roof taken off, and the towers left out. With these modifications it will cost one million five hundred thousand dollars, or about that.

*A Member*—What is that per cubic foot?

A.—Somewhere about thirty; or twenty-five cents for one part and thirty for another; we think it can be done for less than twenty-five cents; perhaps for twenty-two cents.

*The Chairman*—Have you determined the quality, or kind of material to be used?

A.—No, sir, except that we have already decided upon using brick and iron columns. Brick is very durable, the cheapest material, and as near fireproof as anything can be.

Q.—Have your Board asked for or obtained a general specification of the whole building?

A.—We got those some time ago—you mean a statement?

Q.—No, I mean a general specification to complete the entire building?

A.—No, sir, we have not; it was not our intention to build the whole thing at once, but in sections.

Q.—The architect must know the materials before making specifications?

A.—We have not decided upon the materials; as for instance, in regard to earthquake bonding, we have not decided upon that yet, not knowing whether the article we think most fit is patentable or not; some say it is and some say it is not; we believe in its utility; that is a great question, of course, whether that ought to be adopted or not; but that is not yet decided, so that the architect could not really know, not knowing what material would be used, how to make specifications; another thing is the question whether we shall have wooden or iron flooring; of course, we should prefer the latter on account of its being safer, though it is somewhat dearer than the other, yet we have to stick so closely to the limit, and people talk so much about it, that we may have to put wooden flooring in, when for a few dollars more we could have iron that would be much better, and I think likely we shall have to do it. The Commissioners mean to do their whole duty to the city at large, and we want the work well done; and we don't think that for the sake of saving a few dollars we should endanger its safety. We cannot be too careful in preserving the structure from fire and protecting it against earthquakes and everything else; still, we stick as closely to the one million five hundred thousand dollars as possible; that is the whole state of the case.

*Mr. Eastland*—I will ask the architect to bring in the drawings as modified, so that the committee may see what kind of building we may expect to build; it is a very different one from the one represented there.

[The drawings were here produced and examined by the committee.]

*A Member*—Have you then contemplated building a more extensive structure?

*The Witness*—We do not; but it could be very easily done. It is capable of modification. We can add the wings, which we have stricken off, etc. You can see them here. There are two wings which we have stricken off, but at any time if the city grows much larger than it is, as we expect it will, they can always build these two wings here. Then

there is a Town Hall, and the extra Court-rooms for the United States Courts. They are all here in this ground section. Those are already taken off; and that can be done without disturbing at all the symmetry of the building. The only plans were this and the "Enreka," that could be modified. The mistake of the architects was generally in supposing a square piece of land, instead of a triangular piece, which we have, whereas this architect struck the right thing for a triangular piece. Here is the plan [showing]. The Mansard roof and the wings and the towers are taken off. Here is the Hall of Records, which is fifty-one feet from the main building. There is the grand hall, and there is nothing disturbed. That was the only plan that would admit of modification without hurting it somewhat. There is one that would admit of modification without hurting it a great deal. I will say that it took us three months to examine these plans and decide upon them. We had all of the experts and men of taste consulting with us, knowing that it was the most important part to select the proper plan. Judge Sawyer spent as many as thirty days upon it, at least, I think. It took us three months to decide, because we knew that that was the most important step. We might have preferred to select a San Francisco architect, but we found that we were bound in honor to give it to a foreigner, he having competed with them successfully. It was our duty to do so, and we did it.

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### TESTIMONY OF AUGUSTUS LAVER.

AUGUSTUS LAVER, called, sworn, and examined:

*Chairman*—You are the Architect of the City Hall Commissioners?

Answer—Yes, sir.

Question—Your plans that were presented by you in competition were adopted, and you received the award of the first premium?

A.—Yes, sir.

Q.—Did you, when you submitted your plans for the new City Hall, give the Commissioners to understand that it could be built for one million five hundred thousand dollars?

A.—Yes, sir.

Q.—Did you make the estimate?

A.—No.

Q.—Who was the party who made the estimate?

A.—A party in New York, who had lived a number of years in California.

Q.—What kind of material did he estimate upon?

A.—Brick work and plain brick—the way it is designed.

Q.—Did he estimate for stone?

A.—Yes, sir; I could give you the specification; I have it now; but I have it at my house; the data—the figures; it is only an approximate one though, getting at it; but you know that all competitive drawings are not working drawings.

Q.—What was that gentleman's name?

A.—Goodwin.

Q.—Was he a practical builder?

A.—O. yes, sir.

Q.—In the absence of specifications, practical builders would be very liable to vary the amount of their estimates, would they not?

A.—O, there would be, between any estimates, a difference, even with the best plans, and the most explicit specifications.

Q.—Well, they would vary much more without specifications than with them?

A.—It would all depend upon the skill; if he was a masterly builder who understood his work, he would know what would be required, and what should be put into work of this kind, and he ought to give a fair estimate of the work, under certain specifications which were given to him with the explanations; I suppose the two architects who estimated upon the work, supposed it would be done in a substantial way, as buildings usually would be of the kind.

Q.—When did you modify your plans?

A.—I could not tell the exact date without reference.

Q.—Was it before or after they were adopted?

A.—I am sure I don't know that; I understood it was at the time they were adopted, or about then—either before or at the time—I cannot tell you that; it is a matter that I do not know of my own knowledge, only from what I read in the newspapers.

Q.—Was it before they were placed on exhibition at the Mechanics' Pavilion, or after that?

A.—Oh, it was not before; it was after, a long while after; three months after, I should think.

*Mr. Canavan*—I think the architect scarcely understands your question. He never modified his plans till after the awards were made. We only in our minds modified them. We had our plans made upon them as modified, without his knowledge or consent at all.

*Chairman*—Were the plans you made in New York considered and adopted by the Commissioners?

A.—I should think not; I cannot tell you.

Q.—Did you modify those plans they exposed to the public here?

A.—Oh, no.

Q.—When did you modify them?

A.—At the time the Chairman of the Commissioners stated; he knows more about it than I do, of course, because I was not present when the Commissioners adopted them.

*A Member*—You did not come on until you were sent for, but you remained in New York at the time they were adopted?

A.—I was here at the time; that was subsequent, sir.

*Chairman*—You did not modify your plans, then, until after they were adopted?

A.—It appears not; I did not know that at the time, only what I knew through the newspapers.

*Mr. Eustand*—The Commissioners, in considering the various plans (if you will allow me to suggest), had their consultation without the knowledge or the presence of any architect. The question was, which of the plans we could adopt that would fall within the means allowed, and yet furnish the space required by the requisitions of the different Courts and their officers? The modifications were made by the Commissioners. There was one plan which could have been modified, though still not as well as this. The others were mostly for a square plot of ground, and the question was whether they could be modified. We were convinced that the building with the high tower, and two large wings towards McAllister street, could not be built for the sum.

*Chairman*—Is that the plan which you brought from New York?

A.—Yes, sir. [Plan shown and explained to the committee.]

Q.—When did you modify that plan?

A.—It appears that it was after the decision of the Commissioners, which, however, I was not aware of at that time.

Q.—At whose suggestion did you make those modifications?

A.—At the suggestion of the Commissioners. That is the plan I modified. I did it all in about six hours; so you can see that it was not very much considered.

*Mr. Cunavan*—Excuse me once more. The modification was made at the time we got the experts, Mr. King and Mr. Johnston, to examine the plans. We first got them to estimate how much would be the cost of the original building upon the original plans—all of them, and then we found out that there were two plans that could be modified, possibly to bring them within the limit named to us by the Legislature, and then, with the wings cut off, and the Mansard roof and the towers—then, upon the plans so modified by us, entirely unknown to the architects, we got them to make a calculation, and the average amount brought the estimate within the one million five hundred thousand dollars. All this was done unknown to Mr. Laver, or any other architect, and they had never made any modification up to that time at all.

*Chairman*—Did you have any conversation with the Board of Commissioners with reference to the modification of the plans before the award was made?

A.—Not at all.

Q.—What modification have you made in the plans?

A.—Cutting off the two wings forming the quadrangle towards McAlister street, and other portions.

Q.—Have you reduced the height of the tower in any way?

A.—Yes, sir; reduced it altogether, as you see. [Showing the plan.]

Q.—How much modification have you made to the plans?

A.—This is it, sir; that is what is cut off. [Shows.]

Q.—Please state the number of feet you reduced the height of the building. Do you know the number of feet?

A.—Yes, sir.

Q.—How much?

A.—I could tell you exactly by reference; but at the present moment I cannot, from memory, exactly give you the figures. I can supply that from my office, and can give you, also, the length and the width of the building, with the length of the corridors. [To Mr. George.] If you will give me that memorandum I think I can give it you now. [Examining paper.] It was two feet in the height, six feet in width of the corridors. I reduced the height two feet, and reduced the width of the corridors six feet throughout.

Q.—Have you made any reduction in the height of the tower?

A.—I have done away with it altogether; that is to say, above the roof. The plan is perfect, and the tower can be built at any future time.

Q.—How did it come to your knowledge that a City Hall was to be built in this city?

A.—I saw it in the New York morning papers.

Q.—Did you have any correspondence with the Commissioners in relation to it?

A.—No further than application for particulars from time to time; that is, with the Secretary of the Board.



Q.—And that information was furnished by the Commissioners?

A.—Yes, sir, on application.

Q.—What connection, if any, or what relation, if any, exists between yourself and Mr. T. J. Johnston, the Architect?

A.—None whatever.

Q.—He acted as agent for you at one time, did he not?

A.—Yes, sir; after the adoption of the plan and my being appointed architect, I left him in charge during the time I was going to New York to fetch my family here. It was for that purpose.

Q.—Who wrote the specifications for the stone work?

A.—I did, and sent them on from New York.

Q.—Also for the rubble stone and concrete?

A.—Yes; I did not write that all in New York, but there were two that I wrote there: the concrete and rubble stone. The specification for masonry has been written since I have been here.

Q.—Have you, as architect, exacted a compliance with the terms of the specifications?

A.—Fairly, so I think.

Q.—Taking these modified plans, you proposed to strike all this off? [showing].

A.—Where this line is, sir, these wings all beyond where that line is [referring to the plan marked "Exhibit D."]

Q.—After striking those wings off, how does it correspond; how does the building then correspond with the printed instructions of the Commissioners, as regards room, etc.

A.—It does not correspond.

*Mr. Cunavan*—It does not correspond because taking out the offices of the Courts—the United States Courts, the Supreme Court, etc.; but, so far as the law is concerned, it is entirely complete.

*The Witness*—And the Assembly Hall also is taken out.

*Mr. Cunavan*—All the offices called for in the law are completely provided for in the building.

*The Chairman*—Did you have any conversation with any of the Commissioners before the award was made?

A.—I might have had with them, but having no reference to the building. I could not be here three months, you know, without knowing a great many people. I knew them, first of all, by sight; I never got introduced to them.

Q.—You never had any conversation with any of the Commissioners before the plans were adopted in reference to the building?

A.—No, sir; not to my knowledge. You have heard what occurred in the Board; that is all that I know.

Q.—Have the Commissioners received any estimate of the value of that portion of the building that is to be left off?

A.—Yes, sir; I gave them an approximate estimate at the time.

Q.—What amount was that?

A.—Do you want the number of feet and the price?

Q.—No, the aggregate amount of the cost of the portions that were to be left out.

A.—Well, sir, I would like to reserve that to fill it in afterwards; it will take some time. I believe there was not any estimate made; not by me, at any rate. I do not know what there was done by any parties outside of the Commissioners, or outside of the competition. This gives the difference of the cubical contents, and I presume the Commissioners did have an estimate.

Q.—Have you made an estimate, or do you know the value of the concrete stone as furnished, without reference to screenage, size, or anything other than that?

A.—Oh, we know exactly the cost.

Q.—My question is, the difference between that which is called for and that which was furnished, without regard to screenage, size, etc.; define the difference in value?

A.—I answered that just now, in stating that they fairly lived up to the specifications, in my judgment.

Q.—Then I understand by that that the specifications have been fully complied with in reference to furnishing that stone?

A.—Yes, sir; as fairly in every particular as is usual. In every case where work is so contracted for there may, perhaps, be little deviations, which, in some cases, would be preferable; and I think it is so in this case, in some few particulars.

*A Member*—I understand this with relation to that matter, that the architect thinks that they furnish as good materials as that which was called for by the specifications?

*Chairman*—The point I want is this; that if that was as good, why did you not specify for it? If, in your opinion, the kind and size of stone was as good as that specified, why did you not specify for that kind of stone?

A.—Well, sir, the formation of the quarry in some cases is different from others. In some cases it comes out shapelessly; sometimes it comes out in boulders; and in other cases it is more in a laminated way, and on that occasion what appears to have been objected to by the parties who have written to the newspapers in this city. It has been in consequence of this that this flat stone would occasionally slip through the jaws of the crusher. I did not object to large stones that were otherwise suitable, because I saw no objection to large stones in the concrete. Moreover, the contractor put in a claim for an extra amount for putting those stones in, but I refused to allow it. He could not lay as much concrete in ordinary work with large stones as he could with smaller.

Q.—I understand your answer to be, that the specifications, so far as that is concerned, were fully complied with?

A.—Fairly and fully complied with is what I said. I would like to make an explanation as to how that was brought about—the sizes of the stones. When MacAdam first discovered that method of making roadways which is named after him, these stones were broken up, say to the size of two inches, or about that size; subsequently they were used in concrete. Of course it is a very old material, but it is only within the last fifty years that it has been adopted to any great extent in modern buildings. It was formerly considered that for roadways you must have the stones broken up to the same size, but no one would have them at all of one size for concrete, that is, just of a size to pass through a two-inch ring, but would prefer different sizes. I say here that the average size has been complied with. Some of the stone have been larger than would go through a two-inch ring, and others a great deal smaller. I do not wish you to misunderstand the fact in regard to that.

Q.—How did you arrive at the fact that it was necessary to put concrete down at all?

A.—That was my opinion, as it is still. It distributes the weight of a very heavy building over a large area. I do not say that it could not

have been built without, but I say this is the cheaper method, and the best, in my judgment.

Q.—You say it is cheaper. Is it cheaper to put concrete down than it is to build a rubble wall with a sufficient width of footing to sustain the building?

A.—Yes; for this reason: that I should have had to go down deeper. Now you take the Record Hall, here, and that was the very worst part of our foundation; and therefore I found it necessary to put an extra thickness of concrete, otherwise I would have had to go down five or six feet more, and that would have been solid masonry; and I think a saving was effected there as well as in other parts of the work.

Q.—Have you examined the foundation?

A.—Oh, yes.

Q.—Have you sounded it fully?

A.—Yes; it has been bored.

Q.—What did you find?

A.—I was not here, but there is a record of all that was found.

*Mr. Canavan*—We found sand, going down, of different colors, until we came to water, and found a good artesian well. The borer bored three holes to the depth of eighty feet, and one hundred feet, and so on, and found rotten wood, etc., not a very solid foundation, down to a depth of one hundred and ninety-six feet, I think it was. *Mr. Laver* was absent at the time.

*Chairman*—In performing the work, the putting down of that concrete, I understand you to say, then, that the specifications have been fully complied with?

A.—Yes, sir; they have been, and are now being fully complied with.

Q.—As regards material and labor?

A.—Yes, sir; thoroughly and fully. They have been carried out, and are now being carried out, fairly and fully.

Q.—Are you familiar with the way that Government work has been done, and is being done?

A.—In San Francisco?

Q.—Everywhere or anywhere?

A.—I have been associated with Government work for the last twenty years.

Q.—Are you familiar with the way in which United States Government buildings are put up?

A.—Yes, sir.

Q.—Is this done in accordance with that work—Government work?

A.—Well, there are so many different methods—every one is different.

Q.—Well, with regard to concrete, I am asking now.

A.—Oh, with reference to putting it down?

Q.—And the materials; yes, sir?

A.—Well, there are so many different ways. Now the Government is putting down a very fine kind of concrete at Fort Point, which I have visited. It is made of very small sized shingle, more like mortar. I do not think it would answer our purpose of a rough concrete for foundation work. It would take a very long time to accomplish it in this way.

Q.—Can you name any first class building of the Government with the same class of material and labor that has been performed upon it as this?

A.—Yes.

Q.—What?

A.—I have just put in some twenty-five thousand yards of it in the same way myself, under, or rather in conjunction with Hon. W. J. McAlpine, C. E., of New York, and my partner, Mr. Fowler.

Q.—I am not speaking of State buildings, but of United States buildings?

A.—I have not been associated with United States buildings.

Q.—What amount of cement do you require in your specifications for concrete?

A.—It is two of cement to six of rock. We found great inequalities in the various batches of cement as they came in from time to time, but that is what we have been putting in; about seven, or, in some cases, six of rock, and, I think, some four barrels of sand.

Q.—Is that the amount that is called for in your specifications upon the work?

A.—Yes, sir.

Q.—How much cement per yard does it take to make a first class article of concrete?

A.—I will be able to give you the exact figures shortly, from what we have experimented on here with this cement—with a number of yards—that is, with Benicia cement, which we have employed here. I think I will be able to-morrow to give you the full statistics of that.

Q.—In your judgment is Benicia cement equal to Rosedale or eastern cement?

A.—It is a different cement. It is equal in one way—perhaps not in another—for some purposes. It requires much experience and management.

Q.—Do you not find that it sets much quicker?

A.—Yes, sir.

Q.—Upon the whole it is not as durable?

A.—I should say it was. I think it is, and I have that opinion also, as the Chairman of the Board stated, from eminent men in New York, who have tested it.

Q.—Do you consider that Telegraph Hill rock is of sufficiently good quality to make a first class quality of concrete?

A.—Yes, sir.

Q.—As good as any other?

A.—Oh, no; not as good as any other. I consider it good enough for the purpose. Some would say that broken brick was better, and I think myself that brick concrete is the strongest. There was a vast difference, or at least some difference, between some of these different bidders' bids, and I considered this rock good enough and equal to the purpose it was intended for, and I recommended its adoption.

Q.—What was your objection to red rock?

A.—Well, there is a clayey substance adhering to it, as you know, which is fatal to concrete.

Q.—Does not the same objection exist as to Telegraph Hill rock?

A.—No, sir. The Second street cut is a similar rock. I didn't care much which of those two was preferred, though I a little prefer the Second street cut rock. But then there was a difference in the price, and I was fully confident that this rock was equal to the exigency, and the Commissioners adopted it.

Q.—Have you been approached by any of the material men, directly or indirectly, with reference to furnishing this material?

A.—Yes, sir; very often.

Q.—Can you give their names?

A.—I could, of course, but I do not think it is right. Of course, you may compel me to do so, but it is one of those things—those parties might come here and swear, very likely, that there never was any such thing; and therefore there is no object in telling it.

Q.—We will leave that answer, then, for the present. Had you any conversation with L. P. Huerne?

A.—Yes, sir.

Q.—Upon the subject of the red rock?

A.—Yes, sir.

Q.—Please relate that conversation, as near as you can?

A.—I really cannot tell what was said; it was simply visiting the quarry, and I think, well—I said nothing. What was said was simply said by him in enlarging upon the quality of the rock; I expressed no opinion upon it, except the opinion I expressed in writing to the Board.

Q.—You do not remember a conversation had with reference to that red rock material?

A.—I do not remember any particular conversation that was had; I never held any conversation with him beyond twice—two occasions.

Q.—In the matter of putting in concrete did you make any change from the original specifications?

A.—Yes, sir; I found that in working the Benicia cement it would be requisite to be more rapid and put more men—to concentrate more men on the work, that is, on any given spot, and instead of putting it in with barrows and wheeling it in very slowly, to put it in more rapidly. This was done from the top, as you will see now, thrown into place instead of wheeling it into place; some was not done in that way, because in some instances it would be impracticable; some was worked from below, but where we could we worked it from above instead, because in that way it had a slight fall, and I think that is much better.

Q.—Is that change in favor of the contractor, or in favor of the city?

A.—Well, it required more planking, and I should say of course there is nothing finally decided with reference to the payment to the contractor; but if there was any difference in the cost, which I had failed to find out before, it would be deducted as all other matters would be from his contract, and the same with all the other contractors; but I think the modifications that have been made have been chiefly against his interest. I will say that claims have been made for extras on certain things that I have disallowed, as, for instance, making the stone larger.

Q.—You specify curbing to be built?

A.—Yes, sir.

Q.—Are they using that curbing?

A.—Yes, sir.

Q.—As specified?

A.—Yes, sir; that was left a great deal to the contractor. The curbing was to support the embankment. If you see the specifications you will know that he had to support the embankment, and he could do it anyway he liked.

Q.—In your opinion, as a constructionist, wouldn't it have been as good, if not better, to have commenced your principal work on the surface of the lot as graded down as it is, as to have gone down to the depth you have gone, particularly in view of the fact that you proposed to grade the ground some feet above the surrounding streets, in place of grading it as you have, sinking it down quite a number of feet?

A.—No; the surface in some places is of a loamy character, as, for instance, near the Hall of Records; we are there on the surface of the ground, and there are some graves, also, we have discovered—some old graves, in different parts—where if you had gone down that extra depth it would have involved a vast deal of expenditure; therefore, we simply increased the thickness of the concrete and allowed it to do that work, in preference to having it excavated and afterwards filled in with concrete, as we would have had to do; in some places they have done so, and you will perceive that it is very much below the level there now.

Q.—Did you have the opinion of any experienced engineers, any one's besides your own, as to the necessity of putting concrete there?

A.—Yes, sir.

Q.—Whose?

A.—That of the State Engineer of New York, W. J. McAlpine, the celebrated engineer who is now in Austria, I think; he has been consulted by the Government on some military works there. And also my partner, Thomas Fowler; I may say he perfectly concurred in my views; at that time he was sick in bed and unable to speak, but I had tested this before and consulted him about it, and he perfectly concurred; not only so, but we both concurred jointly, when he was engaged on the State Capitol at Albany, in doing it in a similar way. There is nothing equal to it, in my opinion, for foundations in any position; it so distributes the weight that it is almost impossible for a building to fracture the foundation, if it is properly done, in case of uneven settling; no building can settle in such a case, if it is properly constructed—that is, there can be no uneven settlement or cracks in the work for years afterwards, from some unknown cause or defect in the foundation.

Q.—In the matter of furnishing the cement, did you specify the weight per barrel?

A.—Yes, sir.

Q.—What was that weight; what did you specify?

A.—Three hundred pounds.

Q.—How many barrels did you weigh out of the first thousand barrels that were furnished?

A.—The first thousand were not weighed.

Q.—The second thousand?

A.—I cannot remember; they came in batches, you see; I cannot remember exactly, so as to answer, but we would weigh fifty from each batch as it came in, and strike the average; some barrels would come up to three hundred and fifty and others to three hundred and sixty; three hundred and sixty-five, I think, was the highest.

Q.—Did you ever use the Benicia cement upon any other building?

A.—No.

Q.—Is a rapidly setting cement as good as a slow setting cement to work in dry positions?

A.—Unless properly handled it certainly is not; I had experimented on this cement to obtain the efficiency which I think I have obtained in this concrete.

Q.—It is more liable to damage from working than a slow setting cement, is it not?

A.—Yes, if disturbed after the first setting; it sets quickly, and is more liable to be destroyed, if proper care is not taken of the work.

Q.—If the cement is not used at the proper time it destroys the strength and value of it?

A.—Well, it will impair it.

Q.—Did you examine any quarries before writing your specifications?

A.—No; I was not here; I was in New York when I wrote the specifications; I took the information, the general information, that I hurriedly obtained here before I left, from different parties, assuming that there was an abundance of sheet quarries, just as the specifications are made out.

Q.—Have you examined any quarries since?

A.—Yes, sir.

Q.—What quarries?

A.—I have been to the Angel Island quarries, and the granite quarries at Rocklin, and a few others of minor importance.

Q.—Have you seen any sheet quarries?

A.—Not fairly sheet quarries—not what I would call sheet quarries.

Q.—How came you to so distinctly provide for it, even in specifying parallel beds, and to the extent of requiring them to be pointed or cut, if necessary, if you only had reference to sheet quarries?

A.—Well, a good sheet quarry would hardly require that; but in case there should be pointing ever required, it would require but very little in a good quarry; but it was in case it should be found necessary; the advertisement for material asks for undressed stone, but if bunches appear in parts, I direct that it be taken off and made suitable for the work, and so on.

Q.—I understand you to say that the specifications are strictly followed with reference to the work now being done—the stone work?

A.—Are you speaking now of the material or the building? There are two specifications for that, and it is necessary that I should know precisely what you mean.

Q.—The building of the stone work?

A.—Yes, sir; I think they are putting more work on the building in many instances than the specifications call for; I have pointed that out, telling the contractors that no claim will be allowed for anything of that sort, because it is so useless; for example, in some few cases they have started to cut a stone on the exterior footing courses; I have told them that that was wholly useless; that it might just as well be rough as to trim it off so as to make it square; but the reply was that it looked nicer, and that some parties might take exceptions to it who might be coming along, and not know any better; but I told them that I did not want any useless work.

Q.—You distinctly provide in your specifications about lewising stones?

A.—That was in regard to sheet quarry; it is useless to lewis stones that will not poise themselves; of course those that will we lewis; the Clerk of the works has written directions from me to enforce strictly the whole of the specifications; by the Clerk I mean the Superintendent of the work.

Q.—Did you inform the bidders that the specifications did not apply to boulder quarries, and that the beds need not be parallel?

A.—Yes, sir; with reference to Angel Island—

Q. [interrupting]—Joints square, etc.; you informed them all alike?

A.—All to my knowledge; yes, sir; parties might have come into my office—I could not be very defined, because I did not know the quarry; I knew it would be somewhere on Angel Island; I could not exactly judge where it would be, and neither of them could tell any better themselves.

Q.—You knew all the parties who were bidding on that work, did you not?

A.—No.

Q.—Did they not come to you for information?

A.—Yes, sir.

Q.—You gave them all the same information—the same to one as to another?

A.—Yes, sir; to the best of my knowledge and belief; I might have given more to some than to others, because some builders are more communicative and ask more questions on the same point than others.

Here the committee took a recess until half-past seven o'clock P. M.

#### EVENING SESSION.

The Board met pursuant to adjournment, in the rooms of the Board of Education.

Present—The Chairman, Messrs. Andrews, Seibe, Aldrich, and Mott.

*Chairman*—Before the committee convened I took the responsibility to appoint Mr. Howson Sergeant at Arms, to subpoena some witnesses, and I want to submit to you to approve my action or not, as you think proper.

Mr. Aldrich moved to approve the action of the Chairman.

Carried.

#### AUGUSTUS LAVER—RECALLED.

*Chairman*—I suppose it would be desirable to the committee to have the reporter write up his minutes for us by to-morrow morning, as far as we have gone, if he can.

*Mr. McCeney*—I would like to ask whether the Commissioners cannot have the right of perusing the testimony (we have not taken any notes of it) after you gentlemen read it?

*Chairman*—Certainly; of course.

Q.—I have forgotten the answer you made to this question. Where is the proposition of the gentleman who was furnishing the stone, a contract? I think you said, I would not be certain, that it was filed with the Board of Supervisors?

A.—For the furnishing of stone?

Q.—Yes, sir; contracts and proposals?

A.—All contracts, as far as we have gone, have been filed with the Board of Supervisors.

*Mr. George*—I have all the papers except those connected with the contract, upon which the contract is based.

*Chairman*—What deductions, if any, have you made for alterations made in the plans?

A.—I have not taken that matter into consideration, at present. There is a reservation, which is put in the specifications, and at a proper time we intend to do, with the sanction of the Commissioners, what is usual under those circumstances on the final completion of all these contracts. You are aware that we have a very large drawback of twenty-five per cent on all of them, which will more than cover, with ordinary pru-



dence, any deduction that might be made; at any rate, it is all we require.

Q.—Did any other parties agree to furnish the same stone as per specifications?

A.—Which stone was that?

Q.—The stone that is now being furnished?

A.—The building stone?

Q.—Yes, sir; the building stone?

A.—The Angel Island?

Q.—Your specifications refer to a particular stone. Did any other parties agree to furnish that class of stone as specified?

A.—Oh, yes, sir.

Q.—More than one person?

A.—I think several. What the nature of their quarries were I am not able to answer, or whether they were competent to furnish stone or not. I know one was not, and I refused, and advised the Commissioners to rule him out of the competition as a tenderer.

Q.—He did make a tender?

A.—He did make a tender.

Q.—What information did you have to satisfy you that he was not competent?

A.—Well, his tender was the lowest, and of course it became my duty to investigate; to see whether the stone was suitable. Under any circumstances, I considered the tender informal, although the explanation rendered seemed fair. It was a mistake of tons for yards. That might occur from the copying clerk writing off the tender; but certainly, the stone was not suitable, and that settled the matter.

Q.—Do you know who these parties were—do you recollect who these parties were that submitted the tender for the same class of stone that is now furnished?

A.—They are on file, the whole of them; they were read this afternoon.

Q.—You do not remember their names now?

A.—No, sir; not all of them; I remember some of them.

Q.—Do you know the price they would agree to furnish the same stone for, undressed?

A.—It varied from the lowest up to I think twelve or fourteen dollars a yard; twelve dollars, I think is the highest, with the exception of some dimensions of granite, which is as high as forty dollars, or thereabouts.

*Mr. McCeney*—I would suggest that the bids themselves would be the best kind of evidence of this matter, which are really in evidence before the committee.

*Chairman*—We will have the bids before us, before we get through.

Q.—Did you know the price these parties are furnishing the same stone for, undressed?

A.—Angel Island?

Q.—Yes.

A.—Yes; they were read this afternoon to this committee; the advertisement calls for undressed stone, unless it is in very ugly shape; that is for the sheet quarry.

Q.—Did you ask them if they would not furnish the stone undressed, and the price of deduction?

A.—It was to be undressed; the whole of it was advertised as being undressed, and I took the precaution, so that it should not come in too unshapely masses, to put in my specifications what you see as to ham-

mering and bunching off, and what we discussed this afternoon; in a laminated quarry I did not suppose much of that would be required, and I put that in the specification, as I have previously said, in order that it should not be put in in a slovenly manner; and that we should have no trouble over the stone, we specified also the size of it—the average size.

Q.—Did you receive the stone as furnished, as being in accordance with your specifications?

A.—In accordance, as I considered, generally, and with the reservation which the letter of modification read to-day, and which you have on file.

Q.—You speak of the modification; I understood you to say this afternoon that those specifications were not modified until after they had tendered their bid.

A.—Well, they were not put in writing in that shape; but each tenderer, as is expressed in the letter, was made aware of these facts; of course, as I am aware, some tenderers never came near the office, and I could not make myself accountable for giving them information which they never asked of me.

Q.—Have you authorized payments to be made accordingly?

A.—According to the specifications, at the rate of seventy-five per centum, as an approximate estimation only—as an approximate progress estimation—they are not in any way final; we can at any moment deduct or add, as certain stages of the work may require, when we are able to make accurate measurements; for example, when this stone is put in the work, I shall be able to get at it more accurately than I can now; it would be impossible to measure it accurately in its present state.

Q.—That is, the stone?

A.—Yes, the stone as delivered, unless it is weighed—unless every carload is weighed, which would be impracticable. I think the drawback is sufficient to cover all contingencies.

Q.—Have you accepted the concrete and authorized payments to be made?

A.—It has not been accepted; it is not finally accepted; but it is as good as accepted. It has not been protested against by me or the Commissioners.

Q.—It is, in your opinion, in sufficient accordance with the contract and specifications?

A.—Yes, sir; I think that the letter of the contract has been fairly administered; and the contractors in that, as in all other cases, have pursued them in a way that is not only fair, but in some cases has been beyond the specifications, as I stated this afternoon.

Q.—Is the rubble work now being set in accordance with your specifications?

A.—Yes, sir.

Q.—Have you made an estimate of the quantity of bricks required to finish the entire building?

A.—No.

Q.—Have you made an estimate for any portion of it?

A.—Not especially so. I know we shall require a large quantity of brick, and a small portion of that quantity has been advertised for; but no contract has been entered into in reference to brick.

Q.—Have you made an estimate, or had an estimate made, of the stone work in the building?

A.—I have made an estimate of the stone work up to the level of the terrace under which these present contractors are working.

Q.—How much is that estimate?

A.—It amounts to twenty thousand yards.

Q.—How much a yard?

A.—I think three dollars and seventy-four cents.

Mr. Aldrich—How high is that?

A.—It averages ten feet six inches above the concrete bed.

Chairman—Have you made an estimate of the iron work required for the building—for the whole building?

A.—No, sir.

Q.—Any part of it?

A.—The iron work for binding in the foundation walls I simply made an estimate of.

Q.—How much iron?

A.—I have specified forty-three tons would be required; I think that would be as much as would be required.

Q.—How much per ton?

A.—Well, that would not come into my—I cannot tell that.

Q.—I understood you to say you had made an estimate.

A.—Of the quantity.

Q.—Not the cost?

A.—No, not the cost; it is absorbed in the price for the stone work now under contract.

Mr. Cunavan—Three dollars and seventy-four cents includes all that iron work.

Mr. McCeney—The present contractors for that are bound to furnish the iron, as I understand it.

Chairman—Do you not deem it necessary, if you put in the patent you spoke of, to commence from the concrete up?

A.—It would be better, undoubtedly; that is what the patent claims as forming the best bonding for this section of the country—earthquake country. There is so little work done that I am in hopes that some decision will be arrived at; it is important. There is so little of the work done at present, however, that it hardly might be considered of any great moment.

Q.—Have you made any estimate of the wood work to be done in that building?

A.—I have made no estimate for any especial portion of the work—only one general approximate estimate for the whole work.

Q.—How much does that amount to?

A.—That amounts to something under a million and a half; it is ample. Something under a million and a half; it is ample. You saw the estimate, it was laid on the table this afternoon.

Q.—A million and a half feet?

A.—Dollars. Something under a million and a half dollars.

Q.—What do you estimate that lumber at?

A.—No, not lumber, the total cost.

Q.—Of the wood work, I mean?

A.—No, I have not made any especial estimate of any particular portion of the wood work; I have only made an estimate as a whole—that is outside of these contracts which we know of—which no doubt is accurate. These contracts up to the level of the terrace line are accu-

rate, but the other is merely approximate. I am satisfied of it, that it can be done for that amount in a plain, substantial manner, as called for under the conditions issued to architects by the Commissioners.

Q.—I understand you to say you have not made any estimate on the stone, iron, wood, plastering, painting, or any of those separately?

A.—Not separately.

Q.—Plumbing, or anything of that kind?

A.—Except up to this level of the terrace, which only embraces the foundation walls, and the accessory works, such as grading and concrete.

Q.—You are an architect and an experienced man; didn't you consider it almost indispensable to have iron bonders similar to the Foye patent?

A.—I recommended it four months ago. It was under my consideration four or five months ago, and, in fact, I satisfied myself fifteen years ago of it, and approved it, not only for this coast, but any other, for a perfect building, whether it is an earthquake country or not.

Q.—Have you determined what kind of roof you will put on that building?

A.—Yes. Under the modified plans, as accepted, it will be a flat, ordinary roof, according to the drawings I have already prepared.

Q.—What material do you propose to use?

A.—Wood.

Q.—Covered with what?

A.—Covered with a new material I would like to lay before the Board. It is a compound metal now coming very much in use in the Eastern cities.

Q.—What is the name of it? Is it a patent?

A.—Yes, sir, it is a patent. I will show it to you.

Q.—Do you know the name of the patent?

A.—I cannot give you precisely the details of the name. I would not like to misquote it. I will give you the full particulars to-morrow.

Q.—It has been used, has it, on public buildings?

A.—Yes; it has been used pretty largely.

Q.—Is it fire-proof?

A.—Yes, sir. It has been more especially used in cities where the sea atmosphere has an effect on some metals—an injurious effect, after a series of years—and I think it particularly applicable here.

Q.—What is the cost of that roof, compared with copper?

A.—It is equal to copper, but it would be, I think, less than half. I will give you the full prices and everything, if necessary.

Q.—Have you considered the quality of glass to be used in the building?

A.—Well, not especially; it would be perhaps twenty-six ounce glass: the ordinary fair glass. It would not be common glass. I would not like to put it in a building of this kind. It would not be plate-glass. I never estimated on plate-glass, although I would very much like to see it employed.

Q.—You estimated on common glass—twenty-six ounce glass?

A.—Not particularly; but I think that would be what I would specify under the circumstances.

Q.—Can you be able to make an estimate of these various items that I have mentioned, and give the committee a copy of them this week?

A.—It would be a very great labor. I am prosecuting now the plans from the footways to the roof. The fact is, in a building of such magnitude, the preparation of all the various details of the ramified portions of a work like this would take a year to mature. I could not

give it, absolutely; the items would be what you ask me for. I know exactly; I know what you mean by the question. I could give you no further than an approximate estimate at present, which is already before the committee.

Q.—I will ask you, Mr. Canavan, if the Board intends to have general specifications drawn. Do you intend to go on in the same way to completion, without knowing the quality of the material and the cost of it?

Mr. Canavan—The question is not proper; Mr. Laver has made an approximate estimate of what the building will cost—less than a million and a half—and we have of course to do, and I have already given the architect orders, to prepare estimates of the whole. Did I not?

A.—Yes, sir.

Mr. Canavan—He has a great deal to do: a great deal of labor on hand.

Mr. Aldrich—Haven't your Board settled in your own minds what the building will be constructed of?

Mr. Canavan—Yes, sir; brick, stone, and some iron pillars outside; but the general material—yes, they have; we have done that long ago, and given orders to have an estimate of the whole cost.

Q.—You have gone so far as to settle in your own mind the cost of it?

Mr. Canavan—Yes, sir.

Q.—That, I suppose, the architect and you have conferred upon and agree upon—that you agree between you upon the construction of the building, from which you know what it will cost when done?

Mr. Canavan—Certainly, the construction of the modified building, constructed of stone for the basement and brick for the superstructure, leaving the wings off and the Mansard roof off, to cost a million and a half of dollars, for plain inside woodwork, and no ornamentation whatever.

Q.—That is what you propose to go on and build?

A.—Precisely, sir, and nothing else.

Chairman—How many cubic feet is included in your design?

A.—I cannot remember accurately now, but I think somewhere about six millions on the modified plan.

Q.—In your original plan?

A.—Oh, I don't remember at all; I think it was very largely in excess of that.

Q.—Do you know the extent of your exterior wall?

A.—Well, I do not remember that; I can give it to you, of course; it covers somewhere about seventeen thousand square yards, the area of the building.

Q.—What is the length of your corridors?

A.—I do not remember; I can get them for you in a moment, though. Shall I take a note of all those things?

Q.—I would like to have that information, if you can give it to us?

Mr. Aldrich—That six million feet is cubic measure?

A.—Yes, sir; including atmosphere; it is a loose way of making an estimate.

Q.—Is that the base, seventeen thousand yards?

A.—No; the superficial measurement of the concrete; I am not very certain as to those figures; but it is very nearly correct, from my recollection. I can give them to you accurately.

Q.—What portions of your original design have been dispensed with?

A.—The two wings; the quadrangle on McAllister street; the pro-

portions of the towers; the corridors were reduced in width four feet; the height of the building was reduced two feet. In carrying out, I may mention that it is owing to some portion of the foundation being not what I expected that has rendered necessary an increase of some portions of the work.

Q.—What reasons did you assign for reducing the building in that way?

A.—Well, with architects competitive drawings are never of advantage; they are never of any value in actual carrying out of the working drawings, and they are always hurriedly done. Very little time is usually given for such work; and, in point of fact, a design of that kind is a mere study, as it requires working out afterwards. I found that I had exceeded in many cases; and I believe most of the other architects did. It is one of those things that parties connected with the profession and also with building fully understands.

Q.—It was not, then, the instruction of the Commissioners?

A.—Oh, dear me, no.

Q.—Have any of the Commissioners, directly or indirectly, intimated to you that the building would be finished at any cost?

A.—Never, sir.

*Mr. Canavan*—The witness did not understand the last question. The Commissioners did cut off the wings of the building.

*Chairman*—I understood the question and the answer.

A.—The height, simply, was reduced by me; I found, on measuring it, it was not only unnecessary but out of proportion for the order of architecture employed.

Q.—It would be desirable, if you would make an estimate of this stone, iron, wood, plaster, painting, and plumbing work, tin or that quality of metal, copper, glass, stone, stone cutting, and tiling, and everything connected with that building, if it is possible to have you do so, this week, or forward it to the committee at Sacramento?

A.—I would be very glad to accede to your wish, but it is a very large work, and I think you should know that any estimate I might send you in that time would be simply approximate; I could not do so unless it was one with its parts all accurate, that could be scrutinized most severely; it would be subject to scrutiny, and I would like to have it bear the test; I could not do it in that time, at all; besides, the work is now proceeding, and it takes a great deal of my time in giving it watchful attention.

*Mr. Aldrich*—In what way could you give us any reliable idea of the probable cost of that building, and of its completion? Is there any way you could give us any statement of its probable cost, in a manner we could rely upon?

A.—It will be built in as substantial a way as the best building in San Francisco, but will have no substantial fireproofing, and in many cases the partitions will be of wood, which I would prefer to see otherwise; I would like to see a building properly iron bonded throughout, and also fireproof floors employed in the building throughout, and also fireproof partitions; there is a partition which I think would be very desirable, not only on account of its having in my opinion earthquake qualities, and perhaps it could be introduced in this building at a very slight cost above ordinary wood partitions, but as the means of putting up this building are so confined it is my duty to keep within the limit of a million and a half, which I am sure I am able to do; in the way I propose it will be built in as substantial good way as the best building

in San Francisco, taking for example the Occidental Hotel or the Merchants' Exchange; some of the architects who submitted designs contemplated no other than that, and in fact the pamphlet that was issued to architects I think contemplated no other than that; in fact, it is impossible; the extent of this work is such that it would be impossible; I cannot put up a building for a million and a half that embraces all these matters; I cannot do impossibilities; I am satisfied the work is being prosecuted at a very cheap rate and, well—cheaper than any work I was ever engaged on; I suppose it is owing to so little work having been done here, and so many parties out of employment, that contractors have put in very low; in fact, I know it is so.

*Mr. Canavan*—Do you believe the building can be built in a substantial manner for a million and a half dollars by the modified plan?

A.—Then we have other advantages that have escaped your notice. I think we shall not require to purchase any sand whatever. I have struck one spot on that excavation where there is sand of quite efficient quality, perhaps nearly equal to North Beach sand, which is worth a dollar and a quarter a load delivered.

*Mr. Aldrich*—Have there been any reductions made on that concrete; any of it rejected?

A.—Well, oh, yes; I have refused, not the concrete that has been put down, but I have refused.

Q.—The stone?

A.—Yes, the stone; you find letters on file to that effect. I have stopped work, and sometimes verbally prohibited work to go on with the stone that has been put in. It has been chiefly, though, in wet weather, when it is impossible to screen stone of that kind.

*Mr. Andrews*—The Reporter need not take down my question; this is a matter I am not so well acquainted with. The idea I wanted to get at was this: as an architect, what would be the cost of building, completed, put up as a building should be? What would be the cost of a building, such as the building should be, in your view?

A.—That would take some time to answer.

Q.—Approximate to it?

A.—Well, if the Mansard roof were on; if you think it desirable to have it put on; it would make a vast difference. For one, I don't care about seeing it there; but a vast number of citizens would prefer it. It is not an unsightly thing, but I think the building looks more classic without it. That would make a vast difference. Then the fireproofing would also make a difference; and the patent earthquake principle, if that were applied to the work, that would make a difference. And you may go on to a considerable extent. It is simply a matter of taste, but to have it made substantially good, I don't think the extra cost would be very large. The extra cost, for example, of fireproofing the building would not be a very large cost. It would not be wholly the extra expense of the fireproofing, but that would be simply added to the present construction; also, the roof should be of iron instead of wood, but then the price of the wood would be deducted from the price of the iron.

*Mr. Aldrich*—Anything like one third? Would it add one third to the cost?

A.—I don't think necessarily so.

Q.—If the wings were put on?

A.—That would add, of course, considerably to the cost; but as at

present adopted, I don't think it would add a third. I am sure it would not.

Q.—Is there any calculation made for the use of the Mansard roof?

A.—No, sir.

Q.—It is merely ornamental?

*Mr. Canavan*—It is merely ornamental; and is dangerous in case of fire.

*Chairman*—It could be used?

*Mr. Canavan*—Yes, sir.

*Chairman*—That has been left off?

*Witness*—Yes, sir.

Q.—Can you approximate to the cost of your original design as brought out by you?

A.—I took an estimate from a well known contractor, from the specifications then written out. They were more descriptive than specific. That was an estimate within the approximate limits of one million five hundred thousand dollars. My original design was perhaps less costly in one particular, certainly, than the one now constructing. For instance, the Record Hall is much less expensive than the adopted design. But setting one thing against the other throughout, probably they would be about the same.

Q.—Was your plan for the Record Hall adopted?

A.—The whole of it is in, with the exception of the modifications spoken of. The Record Hall has been totally altered—a new plan entirely. As altered, I think it a great improvement. It fits the lot at the bisection of that acute angle at McAllister street and Park Avenue.

Q.—Who suggested the alterations in the Hall of Records?

A.—No one, that I am aware of, excepting myself. It is very much like the Kensington Museum as to plan.

Q.—Was that altered before your plan was adopted or afterwards?

A.—That is difficult for me to answer. I was not then in the councils of the Board. I don't know when the plan was adopted, of my own knowledge; but it has been. I stated to-day that it was made after the plan was adopted; but that was not of my own knowledge.

Q.—You think the plan under which you are building is superior to the plan which you drew?

A.—Certainly.

*Mr. Canavan*—Are you a member of the American Society of Architects?

A.—Yes, sir.

Q.—You are a partner of the house of Fowler & Laver, who are the architects of the Capitol at Albany?

A.—Yes, sir; he is wholly associated with that building now.

Q.—What is the cost of that building, do you know?

A.—I don't know. It was estimated at four million dollars. But the whole thing has been changed, and marble will be employed in skirtings, dados, architraves—and, in fact, I believe the people of New York are proud enough to make their Capitol, as they are themselves, the grandest in the Union.

Q.—You say it is estimated at four million dollars. Do you know the amount that it has cost?

A.—No. I can give you, to-morrow, the Commissioners' report up to the first of January last.

*Mr. Canavan*—I suppose we will have a right to recall Mr. Laver hereafter if necessary.

*Chairman*—I suppose so, at any time; certainly.



## TESTIMONY OF MARTIN S. ALEXANDER.

MARTIN S. ALEXANDER, called, sworn, and examined:

*Chairman*—You are in the employ of the Government as engineer, are you not?

*Answer*—Yes, sir.

*Question*—You have had considerable experience in concrete foundations, have you not?

*A.*—Yes, sir; quite a large experience.

*Q.*—Have you ever seen or heard of concrete being made without their tamping or dumping?

*A.*—Yes, sir.

*Q.*—Please state on what building?

*A.*—It was used in the foundation walls of Fort Richmond, on Staten Island.

*Q.*—Is it customary to make it in that way?

*A.*—No, sir; that is, it has not been any custom, although I did that work in that way.

*Q.*—It is supposed to be better, is it not, to tamp it?

*A.*—Well, there is a difference of opinion and difference of customs of different countries on that subject. The English formerly, and I believe to this day, prefer to tamp the concrete down, and in the ramming of it as we say; by tamping you can ram it. In this country we prefer to ram it unless there are good reasons to the contrary. But there are a good many persons though who think that with quick setting cement it is better not, that it hurts the concrete, or that part that is being rammed, that the cement immediately below it being first set is injured by it. It is considered that the first setting is the best, and if you disturb that it will not set so well again, but if it is slow setting cement it is thought better to ram it.

*Q.*—Where you depart from that rule and put it down in sections, how is it?

*A.*—There is very little use of ramming it then; it is only effective on the top surface. I was going on to say that the usual way was to lay the layers six inches thick and ram it; that has been my custom generally, the way we do at the forts.

*Q.*—Have you seen the concrete foundation of the City Hall yourself?

*A.*—Yes, sir; on one or two occasions I have.

*Q.*—What is your opinion of that work there generally?

*A.*—You mean as to its efficiency for a building.

*Q.*—Yes, sir?

*A.*—Well, sir, I expect it is sufficient; there is a layer of concrete, you know, over the whole building, not immediately underneath the walls alone, but over the entire building; that has been done in some cases; I think it is done in the Capitol at Albany; it is done wherever there is not a bed or foundation; if it was not over the whole layer, or the whole building, I should not think the concrete was very good; if it was immediately under the footings in the walls, I should not think it very good, but as it extends over the whole building and bears on all the ground that the building sits on, I should judge that it was sufficient.

*Q.*—Is it a necessity, in your judgment, to cover the entire surface with concrete?

*A.*—Well, sir, I never investigated the special case; I know that the

building stands on sand. But these things are generally the subject of especial investigation by the architect—that is, each building. I have never built a building in that way. I know there have been a great many discussions about it. I remember, particularly, that of Trinity Church, which is situated on Broadway, New York, where Broadway makes a turn. I know that a great deal of discussion has been had as to whether it was proper to lay the concrete under the whole building, or merely under the walls. It was decided by Mr. James Renwick, and those who were with him at the time, that they would only put the foundation under the walls. Where you do not support the foundation, or put the concrete under the whole of the buildings, there you have very nice calculations to make to get the bearing on the ground, or on each square foot, so that it will be the same for the whole building, otherwise there will be a liability to settlement. There were very minute and careful calculations on that church. Where there is great weight you have to spread out the foundations and make them large; and the object of laying a foundation throughout is to save all this trouble, and in case of alterations in the building afterwards there is no fear in regard to the foundations. You may make the walls thicker or thinner, greater or less, without their breaking by the weight of the partition wall, or anything else. You may put up a partition, or change the weight in any way, without injuring the foundation. In this case, I think it is a great advantage to have this concrete over the entire surface of the foundation of the building. You can put up the additional chimney stack, or a wall, or divide your building in any way you please, but otherwise, you must build on your foundations and on your line.

Q.—Have you seen the stone before it was used in that foundation?

A.—Yes, sir; I saw some of the stone out there at the side of the building. I understand they are building the footings of the building now, of that stone, but I have not seen any walls yet. The stone comes from Angel Island; I am familiar with the stone, and have used it on Alcatraz Island, somewhere there.

Q.—The stone for the concrete?

A.—Yes, sir; that comes from Telegraph Hill, I believe.

Q.—Is that as good as any other stone?

A.—It is not the best stone, sir; not as good as granite chips or broken brick would be.

Q.—Is it as good as red rock?

A.—Well, there are several different kinds of red rock; I think it is better than the generality of red rock. There is, I believe, red rock on the road going out to the Ocean House, such as they use on the roads.

Q.—Do you know any other kind?

A.—I don't know the especial rock you refer to. This stone is good enough, except that it is a little dirty, and it is hard to get it entirely clean. If you want to make the very strongest concrete, the stone ought to be washed just as you wash a brick to lay it in cement. The rock more or less disintegrates; I have seen it once or twice. It is a much better stone than I at first thought it was; it is better than the generality of red rock, but there may be certain quarries better than this.

Q.—Is it such as you use in good work?

A.—It is not what I would use in the best work, sir. In our forts down here, in laying the foundations for guns we use nothing but the best material and make the very best concrete we know how to make; but I think it is good enough for footings of a building of that kind.

Q.—How much cement would it take for a cubic yard of concrete?

A.—It does not take quite two bushels to make the very best concrete. The theory is that when we mix a mortar of cement and sand we must have enough of the cement to fill up the void spaces in the loose sand. These void spaces are about forty per cent; that is, if you had a box of sand that would hold one hundred cubic feet you could pour into that box forty cubic feet of water. Now we carry this theory on when we mix mortar with stone. The voids in stone are also about forty per cent, and you must have as much mortar as will fill those voids full. Now a barrel of cement contains about three and three-quarter cubic feet, if I recollect rightly; and that will make something like nine cubic feet of mortar when mixed. That is, this nine cubic feet of mortar when mixed with stone will make about twenty-two cubic feet of concrete. Two barrels, therefore, would make forty-four cubic feet. There are twenty-seven cubic feet in a yard. It would take, therefore, something like a barrel and a half of cement to make a cubic yard of concrete of the very best quality. We frequently make it of poorer quality than that. One barrel of cement will make about twenty-two cubic feet of the very best concrete, and make twenty-seven feet or a cubic yard of ordinary concrete, where we are not so particular. This is all approximately; I am merely making the calculation in my head as I am talking.

Q.—You state that it is necessary for the stone to be clean to make a good strong concrete?

A.—Yes, sir.

Q.—Without that you cannot do it?

A.—No, sir; all the materials ought to be clean. Dust is considered objectionable even in sand.

Q.—Do you always test the quality of cement if you are using it for concrete?

A.—Unless I knew the brand very well, it has been my custom to test it; to take a certain number of barrels in each cargo, because we generally get it in cargoes, and test one in twenty or one in fifty, so as to guard against imposition by getting hold of a bad article. We don't test every barrel, of course.

Q.—Did you ever use Benicia cement?

A.—No, sir, I have not.

Q.—Do you know as to its quality?

A.—I don't know as to its quality, except that it is a quick setting cement. Some people think very highly of it, and others do not. We don't use it on the forts here, more particularly because we prefer a slow setting cement; and I believe that is the principal reason.

Q.—The red rock I refer to is owned by L. P. Huerne. Did you ever see the quality of that rock?

A.—No, sir, I do not know it; I only know the red rock that I see in driving out to the Cliff House and coming in on the other road, and that I see on the hills here. There were specimens—some particular specimens—of this rock in Telegraph Hill, and specimens of red rock at my office, at the time I understood the Commissioners were in discussion as to which to choose. Specimens were brought to me of the Telegraph rock and other rock.

Q.—You recommended it?

A.—I do not remember whether I did or not; but I think I wrote a letter, did I not, Mr. Laver?

*Mr. Laver*—Yes, sir; I asked your opinion about it, and stated at the same time what my views were.

*Witness*—Well, I believe that letter was predicated on the specimens that lay before me.

*Mr. Laver*—Precisely so; which were submitted to the Commissioners.

*Chairman*—You have that letter?

*Mr. Laver*—It is on file.

*Mr. Canavan*—One of the specimens was Huerne's red rock.

*Mr. McCeney*—One of the employes to live there, by the proposal?

*Mr. Canavan*—Yes, sir.

*Witness*—I do not recollect exactly what was in that letter now; I suppose it could be obtained; I wrote it with the evidence before me.

*Chairman*—Have you seen the rubble stone now furnished for the foundation walls?

A.—Yes, sir; that is the stone I spoke of as coming from Angel Island.

Q.—Is it such as to make first class work?

A.—Well, sir, first class work is a very indefinite term; it comes from the same quarry with the Bank of California—being quarried out of the same quality of stone exactly. Some would call that a first class building, and others would not; it is a good solid, substantial sandstone; one of our largest structures on Alcatraz Island is built entirely of it, what we call the "cat in the air"—a heavy structure—that is a technical term in engineering. The stone comes out in a very rough shape and will make very good footings; it wants more labor to lay it out than it would if it was sheet stone; I mean more stonecutting; I would not call it first class work for the exterior of a building; I would rather have granite or marble; I don't think any sandstone is a first class stone.

Q.—How does it compare for durability with the stone now being used in the Mint?

A.—I think it is better stone, sir. I do not know about the Mint stone. I only know that it discolors very much on the outside. I understand that that stone comes from Victoria or British Columbia, or somewhere up there. No sandstone stands well in a climate subject to great extremes of heat and cold, and it disintegrates; and you can scratch off the outside in a few years; but in a climate where there is no freezing and thawing it will last a long time. I think the stone in the Bank of California is a better looking stone, and it looks to be of a better quality than that in the Mint.

Q.—Have you examined the plans for the City Hall—the adopted plans?

A.—Well, in one sense, I have. When the competitive designs were on exhibition here I looked over them all, and looked at the plan adopted, among others, quite carefully then. I have never examined the changes that have been made in the designs since—not critically. I understand there have been some modifications made; I do not know what they amount to.

Q.—In your judgment, what is it worth per cubic foot of inclosed area to erect such a building as that?

A.—Well, it depends a good deal upon how you finish it.

Q.—Well, as a building of that kind ought to be finished?

A.—A building of that kind ought to have, beyond all question, fire-proof floors and fire-proof roof. In my judgment, it should be so that it could not burn.

Q.—And thoroughly bound against earthquakes?

A.—Certainly; built in the most substantial way. You ought to build a building of that kind for about—without ornament, and without any very expensive columns and things of that kind—ought to be built and made perfectly fire-proof, with a fire proof roof, for somewhere between thirty and forty cents a cubic foot. The Capitol at Washington, I think, cost nearly a dollar, and the Girard College in Philadelphia was a dollar, Custom House in New York was a dollar; but those are highly ornamented, and extravagant buildings compared with this one. I have built a fire-proof building, quite a large one, four stories high and six hundred feet long, of granite, with fire-proof floors, for less than twenty cents a foot; but that was some years ago and in the State of New York.

Q.—Do you know the cost now of the Mint building here?

A.—No, sir; I do not.

A *Member*—Is not that red rock a species of sandstone?

A.—Yes, sir; I believe it is all sandstone. This Angel Island stone is, and I think the red rock also.

*Chairman*—Is not the red rock always decayed—in process of disintegrating?

A.—Yes, sir; this red rock, as we see it around here generally, particularly at Lime Point, where we have thrown down large quantities, appears to have been a rock deposited by water, and to have been subject to upheaval, and, I should think, probably the action of fire—some internal heat—and it has broken into little prisms, and breaks up with the pick into about the size for concrete. I would remark that those are natural cleavages, and, therefore, smooth; and that is my objection to it for concrete. Cement will not adhere to a natural cleavage so readily. It is smooth, like glass, and it will not adhere as if it were broken with a hammer. That is what I mean when I speak of its being broken by nature into little prisms—natural cleavage.

*Mr. Canavan*—Do you consider it good enough for footings?

A.—Yes, sir.

Q.—And you consider it, as a whole, good enough for the building?

A.—You mean the superstructure or the concrete?

Q.—The concrete below?

A.—Well, sir, I should think it was.

Q.—You speak about concrete and the best materials used, granite chips, and so on. I will ask you if, in your work on the forts, you are limited as to cost?

A.—No, sir.

Q.—You have no limit as regards cost?

A.—No, sir; we make it as cheap as we can. We cannot get granite chips; but we have a place on the other side, below Lime Point, that we call Gravelly Beach, where we can go at certain tides and get thousands of tons; the spring tides wash it away, and the neap tides bring it up again. We can get a thousand tons at one time, and then, two weeks after, another thousand. We have been getting it there for years. It is washed by the tide, so that it is clear; but gravel is more expensive than to take it out of a bill.

Q.—Having considered the matter, don't you think it better to have the concrete cover the whole bed than merely the foundation walls?

A.—I have not investigated this building, and looked to see about how far apart the walls are; but I will merely say that there has been a difference of opinion on that among some of the most eminent men. I remember McAlpine particularly, one of the most eminent persons in

the profession, gives his opinion in favor of making a monolithic slab under the whole building.

*Mr. McCeney*—With the permission of the committee, I will ask the General. Do you think this concrete is sufficiently strong to sustain the weight of this building?

*Witness*—Yes, sir; I think it is.

*Q.*—One other question I would like to ask you. Would you, or in your opinion, is it necessary, to put the same kind of concrete foundation to sustain a building like the City Hall, that you would require in fortifications at Fort Point? For instance, don't you require a finer, more superior article of concrete, than for an ordinary building?

*A.*—Well, a part of this building will require as good foundation—or ought to have—as Fort Point, particularly the lower part, where the weight is very great; the foundation, or the character of it, depends to a great extent on the weight; I think the weight there on the square foot, will be probably very much the same as at Fort Point; that is, under the tower, because it will be very much higher.

*Q.*—Would not an additional depth—an additional quantity of concrete—say of three or four feet, made of the highest quality of concrete, be sufficient?

*A.*—Well, the heavier the wall, the deeper and broader the foundation ought to be.

*Mr. Canavan*—I think you yourself recommended that the concrete under the tower should be deeper.

*A.*—Well, I mentioned that probably, that it ought to have a stronger foundation.

*Mr. Canavan*—We followed your suggestion.

*A.*—I think that concrete is sufficient; if I had been laying, I should have laid it the way I have been used to—putting in layers of six inches and rammed down; but it may be just as good the way it is; I should judge, from looking at it the other day, that it was sufficient.

*Mr. Canavan*—Quick setting cement ought not to be rammed.

*A.*—That is the theory; that is the reason they do not ram it in England, because they used Roman, and other quick setting cement, that sets in about fifteen minutes, and if the workman allows it to set, he cannot ram it without injury; but where we use a slow setting cement, there is no objection of that kind. In this country, on the Government works, I have always seen it rammed; my opinion is that it is better, although I may be mistaken. I know the books say the English generally throw it in and leave it there, and I suppose that is because they used quick setting cement, and it is necessary not to disturb it when it is once there.

## TESTIMONY OF S. J. ASHLEY.

S. J. ASHLEY, called, sworn, and examined:

*Chairman*—What is your occupation?

*A.*—My present occupation is that of Superintendent of Streets, but I may say I am a mechanic—a mason by trade.

*Question*—Have you had much experience in concrete work?

*A.*—I was thirty years in the employ of the United States engineers;

about twenty-five or twenty-seven years of that time employed as master mechanic and general overseer of public works.

Q.—Have you ever examined the concrete at the City Hall?

A.—I have not, sir.

Q.—What is the system pursued in the Government works in regard to concrete?

A.—I will state, in general terms, that I received my mechanical education, if I may so term it, from such men as General Alexander, and my system of work has been the same as his; every word he has said in regard to concrete I fully indorse, that having been the system of the Government work in which I have been employed.

Q.—Not having seen the concrete at the City Hall you could not form an opinion?

A.—No, I could not form an opinion.

Q.—Have you seen the stone when delivered?

A.—I have not seen it after it was delivered, I have seen the stone on the carts that they told me they were using for the purpose of making concrete at the Hall; I have seen them in the quarry here where the stone was being broken.

Q.—In your opinion, from the experience you have had, was it fit for concrete?

A.—As General Alexander stated, I will state, that that I saw, that on the cart, mixed with dirt would not make very good concrete; but freed from dirt I think it would be excellent; I saw some stone in the quarry that was not good but rotten, shaley stuff, other portions that came out was very excellent stone; we used the same character of stone on Fort Point, several hundred tons, I don't know but a thousand; they used it for experimenting in regard to cheapness; they found it cost about as much as brick—they are, I think, abandoning the use of it—it proved very good rock.

Q.—As it comes from the hill, without clearing, how would it answer, in your opinion, for concrete?

A.—I certainly would never use it unless I was compelled to, as I saw it on the carts, and I don't presume that any person would.

Q.—Was it broken up when you saw it on the cart?

A.—Yes, sir. In regard to the size of the stone, I might say, although I am not asked the question, I consider the more you vary the size the better—that is, up to the size of a man's head. As long as it is properly mixed it makes a better work.

Q.—If it is free from dust?

A.—Free from dust. The object of breaking stone into uniform size is to get as small an amount of void as possible, so as to require less cement, less matter to mix it up, to mix in gravel and stone on public works. It makes a better concrete, a better mixture.

Q.—Have you seen the rubble stone as delivered?

A.—I rode through the yard one day, and I have seen that as it lay on the roadway, and seen that on the cars, as I supposed it to be, coming up Market street.

Q.—Is it such as you would receive for first class work?

A.—Well, as General Alexander says, I hardly understand what you mean by first class work. That stone can be used, or stone, I presume, of that description, and make good work; at the same time it would not answer for other purposes. I would not use it, for instance, for the foundation for a thirteen-inch gun.

Q.—You know as a mechanic, or an experienced man, what makes first class work, do you not?

A.—Well, first class work—it would not answer for a gun, but at the same time it would make a good wall, I suppose. It is what builders term rubble stone. I should say that the stones I saw would make a good, first class rubble wall building stone. In the eastern cities they build factories with foundations of that description; and we know that there they make first class good work. I would prefer, though, if I had a large work, to use dimension stones for the foundation of a structure of that kind.

Q.—Do you know what quality of stones the specifications called for on that building?

A.—No; sir; I do not.

Q.—Have you seen any portion of the stone work?

A.—No, sir. I never rode through the yard.

Q.—Have you given the subject of cement much consideration?

A.—I have had a lifetime experience in cement.

Q.—What kind do you consider the best for concrete?

A.—Engineers have usually preferred the Hoffman; that is years ago when in the business—Hoffman and Rosedale. The Rosedale I think is the highest with the United States Engineers; but I never found any considerable difference. There was a brand years ago, from Newark, New Jersey, of cement equally as good as Rosedale's. The Hudson River brand was a good brand of cement.

Q.—Have you had any experience with Benicia cement?

A.—I have in the early days of it, when it was first manufactured. It was manufactured by Goodwin, and that which he manufactured I think was a failure—I know it to be so. I am told since that the cement they are now using is better; I can say nothing of it from my personal knowledge. I am using it on the city works, and from the recommendations I have had from engineers whom I considered to be competent men, I think it is a good material, at all events, good enough for our work.

Mr. McCeney—The present Benicia cement. The first that was made was a failure; it was good for nothing?

Chairman—From what you know of it, would you be willing to use it in concrete for a good building such as the City Hall.

A.—I certainly would not put it in a good building like the City Hall until I had tested it. It always seemed to me that the Benicia cement was more of the character of gypsum than cement; or it has that quality. As a setting quality, it would set quick. The first that was made would set and would come back again soft, and never reset. But, I have been informed, and people say, that the present cement will set and remain hard. I have seen pieces of it. Colonel Von Schmidt has shown me pieces of it that have been under water for years, and they were as hard as a piece of stone.

Q.—When were you last out there to the City Hall?

A.—I never was on the works; I rode through the yard three or four weeks ago, but never was on the works, for the reason that I never had time. I had enough to do to attend to the streets and the duties of my office. I have been wanting to go there, and intend to do so the first opportunity I have.

Q.—Do you know anything about the quality of red rock that has been spoken of?

A.—Nothing more than what I use for macadamizing on the streets.



Q.—Do you use Huerne's flint rock—red rock?

A.—I don't know it by that name. The contractors get it from different quarters; where, I don't know. There is one quarry on the Government reservation; but certainly would not use it in concrete. This stone I should prefer because it breaks better, and more angular, sharp stone.

Mr. Canavan—Do you know anything about the difference in cost between Benicia cement and Eastern cement?

A.—I understand it is about one and the same price at the present time.

Mr. Canavan—The bids were, for Benicia, three dollars and twenty-four cents; and for the Eastern cement, four dollars.

Mr. McCeney—At the time you observed this stone on the carts, was it in rainy weather, or soon after rainy weather?

A.—I think it was before the rainy weather set in. What I noticed was just after the contract was made; probably it might have been the first week that stone was furnished. I would not speak positively. What I saw along in the park was probably about three weeks ago.

Mr. Canavan—Are you speaking of the concrete?

A.—No, sir, of the rubble stone.

Q.—I am asking about the concrete stone?

A.—Oh, I saw it every day; I noticed it a few days ago on Broadway, where they were breaking and blasting it down.

Mr. McCeney—I inquired about that which you saw on the carts?

A.—I leave my office to go home about four o'clock in the afternoon; and generally, in passing up Kearny street, I passed some carts loaded with it going to the Hall. I think I passed some of them this afternoon, if I am not mistaken.

Q.—Did you observe the carts filled with dirt, then?

A.—Yes, sir; I think the last lot I passed, I think it was yesterday; was dirty.

Mr. Canavan—The committee saw the stone to-day and yesterday.

Witness—Of course, passing along the street, over the cobble, all the dirt will come to the surface.

Here the committee adjourned, to meet at the office of the Board of Commissioners, on the site of the new City Hall, at ten o'clock A. M. to-morrow.

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THURSDAY, February 1st, 1872.

The committee met pursuant to adjournment, and no witnesses being in attendance a recess was taken until two o'clock, P. M.

### TESTIMONY OF HENRY KENITZER.

HENRY KENITZER called, sworn, and examined:

Chairman—What is your business?

Answer—I am an architect.

Question—You have had experience on large, expensive buildings?

A.—Yes, sir.

Q.—Do you know anything about the work being done on the City Hall?

A.—No, sir; I don't know anything at all about it, excepting what I read in the newspapers.

Q.—Have you seen the stone that is being used for the concrete?

A.—I saw it on Broadway, passing by there, and hauling it in the carts in the streets.

Q.—Have you seen the red rock that was proposed to be furnished by Mr. Huerne?

A.—Yes, sir.

Q.—In your opinion, as an architect, which of these two stones would be the best for the concrete?

A.—I consider that red rock much superior.

Q.—In your judgment, as an architect, can a good class of work be made of that Telegraph Hill rock—first class work?

A.—Well, it may answer all of the purposes when the ground it settled; I would not prefer that rock for you can get better material—that red rock.

Q.—In your opinion, as an architect, if that rock is used as taken from Telegraph Hill, without cleansing and screening, would it then, in your opinion, be good enough?

A.—You mean without cleaning?

Q.—Without cleaning.

A.—As I said before, it may answer all of the purposes, but still, the concrete would have been much stronger if the sand had been cleaned, because, the cleaner the substance, or the sand is, the stronger the mortar; I say from that stone, that stone is clean and sharp, there is no dirt, nothing in that red rock, and certainly it would make much superior concrete than that Telegraph Hill rock.

Q.—You were an architect on the State Capitol, or one of the firm, were you not?

A.—Well, I was partly engaged in that.

Q.—You have been acting as such within the last two years?

A.—Yes, sir.

Q.—How does the Benicia cement compare, in quality, with the Rose-dale, or other brands of cement, for concrete purposes?

A.—Well, I used the Benicia cement in the beginning when that first came out, and then I abandoned it, because I didn't find it advantageous to be used. It sets too quick and cannot be used to advantage, so as to preserve the good qualities that cement ought to maintain. It sets too quick, and the workmen are very apt to spoil it in handling it, so that they have nothing but the dirt left.

Q.—You say you never have seen the work that has been done and is being done on the City Hall?

A.—No, sir; I never saw anything more of it than when I was passing up Market street and the other streets.

Q.—Have you any objection to being employed as an expert to examine that work, and make an estimate from the plans and specifications and report to the committee?

A.—Well, I have no hesitation in doing so, if I can be of any service; although I don't care anything for the job.

Mr. Aldrich—Have you been in the habit of building and using concrete?

A.—Yes, sir; I used it over twenty-five or twenty-seven years ago.

Q.—Have you used it lately?

A.—Not lately; since the foundation was put in the State Capitol in eighteen hundred and sixty-one.

*Chairman*—I will ask, Mr. Kenitzer, if you saw the concrete put in in the new Mint foundation?

A.—No, sir; I never have been there; I never noticed it.

*Mr. Aldrich*—What course do you pursue in putting in concrete? What is the manner of working?

A.—There are different modes of mixing up the materials. You take the rock sometimes and mix a portion of sand and gravel, where you can get it, and then take either pure cement or a portion of lime with—

Q.—[interrupting]—I ask the manner of laying the concrete?

A.—It is generally all mixed up. They generally have a machine to mix it up, but sometimes they shovel it over by hand.

Q.—How is it after it is laid down?

A.—After they have the concrete already mixed, you place it in a bed, if the ground is sufficiently solid, or the bank, to hold it.

Q.—How thick a bed do they put it in?

A.—It depends upon how thick it is required for the foundation.

Q.—Do they put it in the full thickness at once?

A.—Not where it is too thick. If it is sixteen or eighteen inches, they would have to put it in a layer of about a foot at first; from a foot to fourteen inches; whenever it is over that, they have to put it in in two layers.

Q.—Do you take any pains to pack it?

A.—Well, settle it down properly; not particularly to ram it, but to be careful so as to have it well settled down; but not with any very hard ramming; just so as to be solid, so as to have no vacant spaces in it. Sometimes it is laid down under water, where they ram it all down.

Q.—Do you make any difference in the mode of packing cement, where you have a quick setting cement, from what you do with a slow setting cement?

A.—Yes, sir; we make a difference; because we can pile it deeper, and work it quicker, where it will set quicker. It depends on material.

*Mr. Canavan*—It will settle down with the shoveling, will it not, without any ramming?

A.—No; that is not sufficient.

Q.—What do you do with it?

A.—Well, we get a light wooden ram, and settle it often; not any hard ramming; it don't require that.

*Mr. Aldrich*—You do that with a quick setting cement?

A.—It has to be done in some way, in order to get rid of the vacant spaces.

*Mr. Canavan*—Oh, you ram it lightly?

A.—Not very heavily.

Q.—If it were pitched in from a height, would it not answer the same purposes?

A.—No; not necessarily; but that is sufficient, ramming it with a light wooden rammer.

Q.—Instead of that, is it not sufficient to throw it from a height down a few feet?

A.—Well, it might be sufficient; but I should consider it rather a slovenly way to do business.

Q.—Did you ever see concrete made from red rock?

A.—No, sir.

Q.—How in the world do you know that it is better than the other?

A.—Because the rock is cleaner and sharper than Telegraph Hill rock.

Q.—You never saw it practically tested?

A.—No, sir; but the quality is much better than a dirty material.

*Mr. Aldrich*—You have seen these plans for the City Hall?

A.—I only took a glance at them once. I never made an examination of them.

*Mr. Andrews*—This red rock, or red flint rock—why do you think it is preferable to Telegraph Hill rock?

A.—Because it is so much cleaner and harder.

Q.—It is a smoother rock, is it not, than Telegraph Hill rock?

A.—No; it will break all up rough, with rough edges. It does not break smooth.

*Mr. Cunavan*—Does it disintegrate sooner than the other? Or have you ever tried or tested it?

A.—I have not tested it by any particular chemical test.

Q.—Then you don't know whether it disintegrates sooner or later?

A.—Well, from what I saw—I don't say it would melt up—but the Telegraph Hill rock, where you see it lying in the open air, will melt or fall to pieces by exposure to the atmosphere.

*Mr. Aldrich*—Suppose it is the same kind of rock, only harder.

A.—Harder. I suppose it is of the same character.

*Mr. Cunavan*—Do you know anything about the rock at the Beach quarry?

A.—Yes, sir. I went out there myself.

Q.—What for?

A.—To examine it. I have been out there times and times again.

Q.—Do you know anything about its adhesive qualities?

A.—Well, I didn't make any particular test; but I have no doubt it will adhere to cement, or any other mortar.

Q.—Do you know General Alexander?

A.—Only by sight. I am not acquainted with him.

Q.—Do you know him by reputation?

A.—Yes, sir.

Q.—What is his reputation?

A.—I consider his reputation first class as an engineer.

Q.—What do you think of his authority on foundations, cement, and concrete?

A.—I should think it ought to be good, because he has had plenty of experience on works of that kind and fortifications.

Q.—I think I understood you to say that the stone of Telegraph Hill, if clean, was good enough for building this foundation?

A.—I say it may answer all the purposes.

Q.—You say Benicia cement you discarded, because it was not good enough at that time?

A.—I abandoned the use of Benicia cement on account of its setting too quick, and the workmen could not lay it fast enough without spoiling it.

Q.—How long ago?

A.—Only last year.

Q.—Have you not heard that Benicia cement has been in use constantly on Government works?

A.—I don't know; I have not tried it since last year. *Mr. Cadue* sent

samples for me to experiment upon, and if I had found it of such a character that I would see fit to use it, I would have no objection; I would be very glad to use it in the place of the eastern cement.

Q.—Are you posted in concrete foundations of this character on this coast?

A.—I consider so.

Q.—Are you aware that the United States Government is now using Benicia cement?

A.—It may be, where it is properly used; because we have found that Benicia cement sets stone-hard in less than three and a half and four minutes.

Q.—If it is properly used it would be good cement?

A.—It might be; but it is almost impossible for workmen to use it.

Q.—Do you know anything about the State Capitol foundation?

A.—Yes, sir.

Q.—What is its condition?

A.—The concrete is very good—very excellent; but I have not examined the concrete since eighteen hundred and sixty-five; I then examined it in connection with Major Elliott.

Q.—At whose suggestion did you come here?

A.—I don't know; I got a subpoena from the committee.

Q.—Do you know who instigated that subpoena?

A.—No, sir, I do not.

Chairman—Do you know of the Government using any cement on their work?

A.—I don't know; I am not familiar with what they use.

Q.—Do you know they have done it on the Mint?

A.—No; I guess it is all Eastern cement that they use on the Mint.

Q.—Do you know or have you read the specifications for the stone work on this building?

A.—No, sir, I never read them; I saw some abstracts in the newspapers and glanced over them, I didn't pay any particular attention to them, in fact I have not paid much attention to the whole work.

Q.—If you were to specify a work to be put up with stone from a sheet quarry, and afterwards that were taken out of the specification and a boulder quarry substituted, what would be the difference in the expense of that rock and the work?

A.—You mean the difference in the cost of the stone.

Q.—The cost of the stone and the work.

A.—Well, I suppose the cost of the stone would amount to about the same thing, in fact; if you can get a quarry where the rock can be taken out in regular courses, then it is easier taken out than where it is solid stone, as it was here.

Q.—I am now asking the question of the difference of the cost of the stone, after being quarried, in the work of laying it in the wall—the difference between the cost taken from a boulder quarry and a sheet quarry?

A.—You mean the expense of the stone and laying it in the wall.

Q.—Yes, sir; just the cost of the stone, and second, the cost of building it in the wall?

A.—The cost of the stone itself, I suppose—where you have got stone that comes out in regular layers it is easier taken out and easier handled than those boulders; and then, when you come to lay as good a wall as with stone in regular courses, why, then the expense is more than double as much; where you have stone in regular layers or courses, then

wherever the stone is cut off the rock is all right and smooth, and you only have to trim the face a little, to prepare the faces for the bed and everything will meet properly.

Q.—Now, as to the quality of the wall after it is built—which, in your opinion, would be best, that which was built from a sheet quarry or that which was built from a boulder quarry?

A.—Well, you would be pretty certain or likely to get a much stronger wall where you get a stone in regular layers or courses, than when you go and build with boulders, except you should be at enormous expense to trim it all off, so as to have level ends and tops.

Q.—You would have better facilities in using anchors—anchoring the stones together in the wall?

A.—Yes, sir.

Q.—What, in your opinion, would be the difference in the cost of constructing a wall of that kind compared with the cost of constructing one of stone with irregular faces?

A.—I think if you were to trim up those stones you could make them equally as good as that that comes in regular layers, but that would be expensive. Well, it would be double the expense.

Q.—I would like to ask your opinion as to the necessity of covering the entire surface of the ground with concrete: whether it was a necessity to do so, or whether it could simply have been confined to the footways of the walls—the concrete?

A.—I don't think there was a necessity for it on this soil here, where we have all solid sand foundation.

*Mr. Aldrich*—Wouldn't it be necessary to lay a deeper bed of concrete under the walls, if you only placed it under the walls, than it would if you placed it over all the ground?

A.—No; I don't think it would do any good, because if you get concrete to a certain extent outside of the walls, though you make it of immense thickness, of six or eight feet, it will do no good, because it will break right in two; because there is not strength enough to carry it all down, when the ground recedes.

*Chairman*—You think in a large space that, as the building settles, it would be apt to belly right up?

A.—To belly up or break in two.

Q.—Where you covered all space with concrete, would it not do as well without so great a depth underneath the wall?

A.—No; I don't think it would.

Q.—Your idea is that there should be no concrete between the walls; that it would be of no use?

A.—I consider it perfectly useless.

*Mr. Canavan*—Is there a sheet quarry in this country?

A.—I don't know of one.

Q.—How do you know, then, about the price?

A.—From other countries I know what it is.

Q.—In an earthquake country, is not an irregular stone building just as strong as a smooth stone building; or is it not an open question, any way?

A.—That is a question I never considered either.

Q.—It is a question, is it not?

A.—It is a question, sir.

Q.—Now this foundation up here, you say, didn't want concrete. What do you know about it?

A.—I don't know anything about it. I never saw it, except that I

saw the stone which was hauled up there on Broadway; and I saw where it was taken off the hill.

Q.—You never saw the test holes bored?

A.—No, sir; I never inquired about it.

Q.—You don't know that they have an artesian well there?

A.—That is probable. I have built houses on foundations where they had upright walls, and the water spouted out ten feet high.

Q.—You don't know the kind of material there is at a depth of one hundred feet?

A.—That has nothing to do with it. I have put up buildings on a foundation where, if you had stood in the sand for fifteen minutes, you would have gone down to your arms.

Q.—You didn't see the material that was taken out of the test holes?

A.—No.

Q.—Do you know anything about any graves there where the concrete was put in?

A.—Yes; I know there were graves there, certainly.

Q.—Do you know of any that are there now?

A.—I don't think all were taken out.

Q.—You don't know anything at all about it?

A.—I don't know whether they were taken out or not. I don't know that; but that has nothing to do with the foundation—the graves.

Q.—It was necessary to take them out?

A.—Certainly.

Q.—What would you fill them up with—concrete or stone?

A.—I would fill them up with concrete.

*Mr. Jordan*—I want, Mr. Kenitzer, to ask you a question. You expressed an opinion in regard to the stone being rotten rock from Telegraph Hill, did you not?

A.—I said that there are portions of that stone when exposed to the air—the surface of it when exposed to the atmosphere—becomes soft.

Q.—I would like to ask Mr. Kenitzer's opinion in regard to this quality of stone, because this thing goes into the papers to-morrow morning, and I would like to have it explained here.

*Witness*—Well, you had better get some samples of red rock, so as to have both qualities.

Q.—I mean this flint, red rock.

*Witness*—I have nothing that bears on your work at all.

Q.—It is this stone I want you to express your opinion about.

A.—Well, I know I have expressed all my opinion here.

Q.—I ask your opinion on that stone. Is that stone likely to rot or decay?

A.—Well, that is hard to tell; there are a great many soft pieces; that is a good piece; [referring to a sample produced,] that is a good hard piece; as I saw the stone, taking it as it came. Did you take from the top or surface of it, or did you make any selections?

*Mr. Jordan*—No, sir; I took it just as it came.

*Witness*—That is right out of the heart of the hill.

*Mr. Jordan*—It is for these gentlemen to see for themselves whether it is from the heart of the hill or not; it is only your opinion.

*Witness*—Those samples—I don't think they will rot.

Q.—Any of those pieces?

A.—I don't think they will; not any of those pieces here; those are very good pieces; I will ask you, gentlemen, to take notice when you

go to the quarry, and see for yourselves; those are very fine samples of that stone.

*Mr. Andrews*—What was your opinion of it as compared with the red rock; that it was superior or equal to it?

*Chairman*—That it was superior, I understood.

*Mr. Cunavan*—He says he knows nothing about it practically.

## TESTIMONY OF N. MILES.

N. MILES called, sworn, and examined:

*Chairman*—You were subpoenaed to be in attendance before the committee at eleven o'clock; have you any excuse to render as to why you were not present at that time?

Answer.—The subpoena did not say what particular hour I should be here; it did not state in the subpoena; however, I was so engaged I could not possibly get here at that time.

Question.—What is your business?

A.—I am a contractor.

Q.—How long have you lived in this city?

A.—I have worked here about twelve years.

Q.—You are well known here as a builder?

A.—Well, no; not as a builder. I worked at my trade as a bricklayer.

Q.—Did you put in a bid for furnishing stone for the new City Hall?

A.—Yes, sir.

Q.—What was the amount of the bid?

A.—Do you mean for the concrete or dimension stone?

Q.—Both.

A.—For the concrete, three dollars and fifteen cents, I believe; I am sure of it, and for the large stone, known as dimension stone in the specifications—

Q.—[interrupting]—Confine yourself to the concrete stone.

A.—Very well—all right. Three dollars and fifteen cents.

Q.—Did you accompany your bid with a bond?

A.—Yes, sir.

Q.—Did you comply with all the requirements of the advertisement?

A.—Yes, sir.

Q.—Was the contract so awarded to you?

A.—Yes, sir.

Q.—For how much was the contract?

A.—Well, there were six thousand six hundred yards of concrete at three dollars and fifteen cents. I don't know what that figures up; you may refer to the books.

Q.—Did you enter into the contract with the Commissioners?

A.—Yes, sir; with the City Hall Commissioners.

Q.—Are you engaged on that contract now?

A.—No; I sold out my interest to Mr. Jordan.

Q.—What preparation did you make to carry on the work?

A.—All the necessary preparations that were needed—Mr. Jordan and myself

Q.—What were the necessary preparations?



A.—Well, we got a quarry and got what is known as a stone-breaker, and commenced to break stone, according to specifications, and delivering the stone in what is known as City Hall Avenue. I think that is along the fence here—Park Avenue.

Q.—Delivering stone such as those?

A.—About that size.

Q.—You purchased a stone-breaker and procured a quarry?

A.—Yes, sir.

Q.—Where was that quarry?

A.—On the north side of Broadway, between Kearny and Montgomery streets.

Q.—Known as Telegraph Hill.

A.—Yes, sir; known as Telegraph Hill.

Q.—You sold out to Jordan, you say?

A.—Yes, sir.

Q.—For how much?

A.—Seven thousand four hundred dollars. That is, four hundred dollars I considered I had expended. I got seven thousand for my interest in the contract.

Q.—Why did you sell it out?

A.—Well, I forgot to say, or at least I had an interest also in laying down the concrete with Jordan. It was understood that I should have an interest in that.

Q.—Had that been let at the time?

A.—No. After that the contract for laying down the concrete was sold out. After Mr. Jordan obtained the laying down of the concrete, I sold out, for seven thousand dollars, my interest in both contracts.

Q.—Why did you sell out?

A.—Well, I thought it was a very good figure for contracts according to the specifications, the way the work had to be done. I looked upon it as a good figure. Then there were six thousand six hundred yards to be furnished, and of course no more to be laid down; and I thought it was a pretty fair figure.

Q.—What interest did you have with Mr. Jordan?

A.—Well, I was a partner in laying down the concrete awarded to him.

Q.—Are you a partner now?

A.—No; not at all now.

Q.—You sold out your interest for furnishing stone for the concrete?

A.—Yes, sir.

Q.—You sold out also your interest in laying it down?

A.—Yes, sir.

Q.—You have no further interest?

A.—I have no further interest; no.

Q.—Have you seen the stone as delivered here?

A.—Yes, sir; I have seen it.

Q.—Is it in accordance with the contract?

A.—Well, the stone? No. The stone I delivered when I first went to work was like what those specifications called for. Stone like those, of a given size, or two inches in diameter. After I sold out, all sorts of stone were delivered here; rubbish, and almost rubble stone, as it came down out of the hill. Now, the stones delivered are nice specimens of the stone such as the contract called for that I read or bid under.

Q.—If you had known at the time that such stone, as is used now, could have been used by you, would you have sold out?

A.—Well, no; I don't think I would. Not for fifteen or twenty thousand dollars, at least. I almost think it would have made that difference. I would have held on to it, I think.

Q.—The Commissioners exacted of you a strict compliance, did they?

A.—I don't think the Commissioners had anything to do with it. I think the architect exacted it.

Q.—Well, acting as their agent?

A.—Very well, the Commissioners—at least, that is the kind of stone I expected to have to deliver. That was the kind I was to deliver. After I sold out I found a different kind of material going there altogether; at least, I saw it going in there.

Q.—From your experience as a contractor, what would be your estimate of the difference of the quality of stone now furnished to the work and that which was to be done on which you estimated?

A.—Oh, I could not tell exactly; I suppose there would be quite a difference.

Q.—Well, about?

A.—I don't know; probably a difference of a dollar a yard. There might not be that difference. I am not positive; I could not say exactly, what difference it would make. I think it would make a great difference. Of course, furnishing stone of a given size, and furnishing stone six inches in diameter, as I thought some were, as I saw the stone going along mixed with clay and stuff. There is a great difference between that and clean stone, screened according to the contract, such as those small pieces.

Q.—The specifications required that?

A.—That is the way the specifications read, I think.

Q.—It was dimension stone that you bid for?

A.—Yes, I think my bid on dimension stone was nine dollars and forty cents.

Q.—What did the specifications call for?

A.—The specifications said they should be square—should be large stone known as dimension stone, smooth, and square size, from two or four to seven feet in length and two feet in width.

Q.—Did you ever see the modified specifications?

A.—No, I never took notice of the modified specifications, only I heard they were got up after Seale commenced delivering.

Q.—Was your attention brought to the fact that the specifications had been modified before delivering the proposals?

A.—No, sir; no contractor who ever bid on that work ever knew anything about it, that I ever knew of. I never heard of any such thing.

Q.—Was there any way in which you could ascertain that there were any different specifications than those you figured on?

A.—No, I never saw any other; I was out and in the office all the time.

Q.—Were copies furnished to bidders?

A.—No, sir; the only specification I saw was the one in the office—a written specification. I never saw a copy since this building commenced, only this one, that was furnished for the rock for the building of the foundation wall. There were printed copies of that furnished; I never saw any previous to that.

Q.—That was after the contracts?

A.—All the stone contracts were let; that is, for furnishing the stone.

Q.—Did you state the amount of your bid for furnishing that stone?

A.—Mr. George has got it there. I think it was nine dollars and forty cents; is it not? It was somewhere in that neighborhood.

Q.—If you had known of the modified specifications, and could have had access to them, what would have been your figure on the stone as furnished?

A.—Well, I think I could have furnished those stones probably for about five or six dollars as they are furnishing them now.

Q.—Do you know what they are furnishing them at now?

A.—I think Captain Seale's bid was eight dollars and sixty-five cents.

*Mr. McCeney*—It is six dollars and sixty-five cents.

A.—Well, six dollars. I mean a difference of six dollars and sixty-five cents, I suppose. I am not positive of it.

Q.—Do you know if any other builders had access to the modified specifications?

A.—I never heard of any having.

Q.—Do you know whether the specifications were modified before the award?

A.—I never heard of such a thing before. I never heard of any bidder speaking about it.

*Mr. Aldrich*—The seven thousand dollars comprehended the laying of the concrete, and the stone also?

A.—Yes, sir.

*The Chairman*—What did that stone-breaker cost you?

A.—Well, the breaker cost one thousand two hundred dollars—the stone-breaker. I believe we agreed to give Mr. Booth one thousand two hundred dollars. About the time we were to pay for this thing I was bought out. We had thirty thousand dollars or sixty thousand dollars. The cost of the stone-breaker, and the framework around it, was paid for after I sold out.

Q.—Did you pay for that, or Mr. Jordan?

A.—Mr. Jordan paid it after I had sold out to him.

Q.—In addition to the seven thousand dollars?

A.—Yes, of course.

*Mr. Canavan*—He gave you seven thousand dollars and took it off your hands and paid all the bills for it?

A.—Yes, sir.

*The Chairman*—You were really at no outlay?

A.—No outlay at all, only my trouble in going around.

Q.—Then you made a good thing in a short time?

A.—Well, I don't know. I would have made a better thing if I had held on. I did not consider it a good thing, though—I did not consider it enough. I had no reason to complain, however.

*Mr. Aldrich*—You had no idea of the contract exceeding six thousand six hundred yards?

A.—No, sir.

*The Chairman*—Have you ever seen the work?

A.—No; I never have been inside of the fence ever since the work has been commenced there.

Q.—What is your opinion, as a contractor, of the difference in the cost of building a wall of this kind, and one that would be built from a sheet quarry?

A.—I could not give any idea about that. I never have had enough experience to say, really.

Q.—You know there would be some difference in the cost?

A.—Oh, I presume there would be considerable difference, but I never had experience that went as far as that.

*Mr. Aldrich*—Did you converse, either with the architect or the Commissioners, as regards the quality of that stone, or how much work had been done on it?

A.—No, sir; I never conversed with them at all. I was asked to furnish a sample of this rock, and I furnished a sample something like this, here.

Q.—I am speaking now of furnishing the foundation and building stone?

A.—No, sir; I had no conversation at all with the architect, that I remember.

Q.—Do you know anything about the present way of delivering it?

A.—No, sir.

Q.—It was your idea that it was to be delivered with a—or straight edge?

A.—According to the specifications it was to be delivered on the ground in such condition and in such quantities as was wanted. That was the only knowledge I had. I don't think I spoke to the Commissioners five words on the matter. I looked upon the Commissioners as being gentlemen above all suspicion. I think they are honorable men. That has been my opinion all the way through. I think they have probably some lack of experience and they have left the matter, in my opinion, in the hands of the architect, and I always will say so. I have no reason to say otherwise, I think.

Q.—Did you ever hear of any one having any knowledge of that modification?

A.—Never, sir; I never heard of anybody.

*Mr. Canavan*—How long have you been in the contracting business?

A.—About seven or eight years.

Q.—What contracts have you performed?

A.—Well, I have built walls, sewers, and several jobs in the line of brick work.

Q.—What concrete have you made, or what stone have you furnished?

A.—Well, working on journey work I have laid concrete.

Q.—Just as a workman?

A.—Just as a workman; yes, sir.

Q.—You knew nothing, then, about the price of materials?

A.—No, sir, I did not.

Q.—You were the lowest bidder, were you not?

A.—Which, on the concrete?

Q.—Yes, sir.

A.—I don't know; I believe Mr. Jordan was lower than I was.

Q.—I am speaking of the stone.

A.—No; I was not the lowest bidder.

Q.—Why did you get the contract?

A.—I think my stone was pronounced the best stone.

Q.—You got seven thousand dollars for your bargain?

A.—Yes, sir.

Q.—You did not consider that enough?

A.—Well, it was enough according to the specifications; but as matters turned out, I did not think it was enough.

Q.—Is not that why you are here now—because you did not get enough—and feel sore about it?

A.—Not at all; I don't feel sore about it.

Q.—What part have you taken in getting up this investigation?

A.—None at all; I have been charged with it; that is the reason I have never been inside of this fence at all; I was charged, or it was intimated around, that I had something to do about it; I had given my opinions, that is all; I had never went to Sacramento; but I had been charged with getting this up.

Q.—Did you ever say you had got up this thing?

A.—Yes; well, I believe I have said so; I said there would be one got up.

Q.—Did you ever have anything to do with a pamphlet that was published?

A.—No, sir; I never saw it until it was handed to me.

Q.—What feeling have you towards Mr. Jordan now?

A.—Well, the only feeling I have towards Mr. Jordan is—well, I think he deceived me a little; the architect was living in one of his houses, and he being in constant consultation with the architect, and he seeming to be around with him, he knew about the amount of material to be furnished, and knew that this was a pretty big job and there was considerable margin, and he went around, I thought in a mean way, and bantered me to sell out or buy out, and he kept hacking at me this way and going on and talking to the effect that two could not get along together, as much as to say that two could not talk to a certain man together—that it was only one man's duty, or that he could only sell to one man.

*Mr. Aldrich*—Who did he mean by "one man?"

A.—I don't know who he meant; I thought he was an honorable and square man, I being the first that brought him into the contract, being the lowest bidder; though he said then, before the work was awarded, that I would not get in unless I let him in.

Q.—Did he say that before the Commissioners?

A.—No, sir; privately, to myself. That is the only feeling I have against Mr. Jordan; I think, if I was in his place, I would allow Miles to have a portion of the picking if there was any; it is the only feeling I have in the matter—I think I done well enough.

*Mr. Cavanaugh*—Mr. Jordan wants me to ask you if he asked you more than once to sell out?

A.—Yes, sir; four or five times within three or four days.

Q.—State what occurred?

A.—Nothing, only he asked me if would I sell out—that is all.

Q.—And you agreed to sell out?

A.—I agreed to sell out—well, I first thought I would consider the matter, but on this afternoon he came to me and said: "Now, you had better sell out," and he brought me into a corner, I think, on Montgomery street, and asked me to sell out, and offered me five thousand dollars; I said "inasmuch as you are a great friend of the architect, if you think it is worth five thousand dollars to me, it must be worth ten thousand dollars to you, because you are a little on the inside." Talking in this kind of a boyish way, using conversations that are used by the boys, generally.

Q.—What right had you to say that he was on the inside?

A.—Because I saw him with the architect. He met him at the Occidental Hotel on one or two occasions, and I saw them together very closely.

Q.—That is the only intimation you had?

A.—I had no intimation.

Q.—What were you doing at the Occidental?

A.—He asked me to come around and see the architect. I did not know him until he introduced me.

*Mr. Jordan*—Was it in the bar-room?

A.—Well, I am answering Mr. Canavan now. I don't think you have any right to talk. I know who I am answering.

*Mr. Canavan*—Well, was it in the bar-room?

A.—Yes, sir; it was in the bar-room.

Q.—You were taking a drink?

A.—Yes, sir.

Q.—You had no reason to think he was on the inside except from seeing them together?

A.—Seeing them together, and he introduced me to him, and he said if Mr. Jordan was my partner he would be my friend. I meant in awarding the contract.

Q.—Do you think the architect did right in recommending to the Commissioners to accept your bid for stone?

A.—Well, I don't know; I did think that my material was probably the best material that was there.

Q.—And the price was reasonable?

A.—Well, I don't know as it is. It was below the bid of every man there.

Q.—Didn't the contract really signed or entered into call for stone more or less than six thousand six hundred yards?

A.—Well, I don't know but it did.

*Mr. Jordan*—Don't you remember that we had some conversation about it?

A.—Yes, sir; very well. It was more or less.

*Mr. Canavan*—That Angel Island stone, and you furnished it at nine dollars and forty cents, cut and lewised?

A.—Well, I think I cut according to the specifications; yes, sir. At least, I had conversations with others who thought I could furnish it for that.

Q.—You have never taken out the stone?

A.—No.

*Chairman*—You have always completed your undertakings, have not not?

A.—Yes, sir.

Q.—And never failed?

A.—I never failed to do any work that I undertook, that I know of.

Q.—You know of no positive fact in relation to Mr. Jordan being in with the architect, on the working of the contract?

A.—No, sir; not that I know of.

Q.—Have you said on the street that you believed so?

A.—I might have made some such remark.

Q.—Don't you feel sore because you did not get more than seven thousand dollars?

A.—Yes, sir; I do a little; but I don't think that would drive me over here to injure anybody.

## TESTIMONY OF M. A. CLARK.

M. A. CLARK called and sworn, and examined by the Chairman:

Question—What is your occupation?

Answer—Mason and builder.

Q.—How long have you lived in San Francisco?

A.—About twelve or thirteen years.

Q.—Have you seen the work now being done at the City Hall here?

A.—The mason work?

Q.—Yes; the concrete?

A.—The concrete; I saw it about ten days ago.

Q.—The concrete?

A.—The concrete I saw some two or three months ago, I think it was.

Q.—Are you a judge of concrete work?

A.—Yes, sir.

Q.—Do you know what the contract for that work was? Have you read or seen the specifications?

A.—I know what the specifications were. I don't know what the contract was.

Q.—Is this work being done according to contract or specifications?

A.—I cannot say whether it is according to the contract; I never saw it. But it is not done according to the specifications, as I read them.

Q.—In what respect does it vary?

A.—Well, the quality of rock I saw coming in was not the quality called for by the specifications. It was not mixed in the manner required by the specifications; not being screened or the rock being wet, and didn't receive the manipulation required by the specifications. First, that the ground was not prepared for it as the specifications state, by being thoroughly wet and rammed before the concrete was put upon it. It was not being put on in layers, as the specifications called for.

Q.—Can you give us your opinion or judgment as to the difference in the cost of the way it is being done, and that which the specifications call for, per foot?

A.—I think it would make a difference of more than fifty per cent in the cost—fully fifty per cent.

Q.—What is your opinion as to the quality of stone that is being used and that that was rejected by the Commissioners? Which, in your opinion, would be best for the concrete?

A.—I think the quality of stone accepted by the Commissioners would make much the best concrete—far superior, if used according to the sample that was given to the Commissioners.

Q.—If used in the manner it was delivered there, would it make, in your opinion, a good concrete foundation?

A.—I don't think it would make a good foundation, sir; it might do, but still, if it would be good is another question.

Q.—Have you examined the stone as delivered here?

A.—The stone for the concrete?

Q.—Yes, sir.

A.—No, sir; I only saw it being delivered there while I was on the ground, and I have seen it taken from the hill, and when it went through the crusher, and on the cart.

Q.—Is it in accordance with the specifications?

A.—No, sir, it was not when I saw it.

Q.—In what does it vary from the specifications?

A.—Well, when I saw it there was as much clay as stone in the carts, coming here to the foundation walls, and in the piles where it was dumped.

Q.—When was that?

A.—That was in September, and again in October; and frequently I have seen it at the hill being shoveled in where surface stuff and shale were going in, in my opinion, wholly unfitted for that character of work.

Q.—Have you seen the stone that is used, recently?

A.—Yes, sir, I have seen some of it, and almost every day; I consider the stone that is being received now, and perhaps, for the last month, far superior to that which was received previously.

Q.—Are you familiar with the use of cement?

A.—Pretty well, sir.

Q.—Which, in your opinion, is the best brand to use for concrete?

A.—The Hoffman Rosedale cement is the best brand that I know of.

Q.—In what respect does it differ, in quality, from the Benicia cement?

A.—Well, it doesn't set quite as quickly as Benicia cement; it will take a greater quantity of sand, in proportion, to make a good mortar, and therefore it is better in that respect, and I think it is more durable; however, I cannot say as to the durability of the Benicia cement, not having known of its being tested sufficiently long.

Q.—Do you know of any investigation from the bottom of the foundation, or can you give any opinion on that?

A.—As to this foundation?

Q.—As to the concrete.

A.—No, sir, I do not.

Q.—Do you know anything about the letting of the contract for the concrete stone?

A.—I only know as to the bids.

Q.—State what you know as to that matter?

A.—I know what the amounts of the bids were that were received for it, and to whom the contract was awarded; that is about all.

Q.—What was the amount of the bids?

A.—There were four bids for furnishing concrete stone, that I know of; I believe there was a fifth, of which I know nothing; one was for ninety-five cents per foot; another for two dollars and eighty-five cents; another for three dollars and fifteen cents, and the fourth, that I remember of, was three dollars and eighty-four cents, I think.

Q.—Did the lowest bidder get the contract?

A.—No, sir; the lowest bidder, I understood, desired to have his bid rejected immediately, on the ground that a mistake had been made in his figures.

Q.—The next lowest?

A.—The next, at two dollars and eighty-five cents, didn't, sir, because it was the third highest bidder that received the contract.

Q.—Why didn't the next lowest bidder receive the contract?

A.—That I don't know.

Q.—Did he give bonds?

A.—I presume he did; it was L. P. Huerne; I understood that the reason that the Commissioners didn't accept that, was the fact that after testing the stone when mixed with cement, as it would have to be, they came to the conclusion that it was not adapted to the work.



Q.—They rejected his bid because they would not accept of his rock, is that it?

A.—That is how I understood it, sir.

Mr. Aldrich—Do you know anything about the kind of rock that Mr. Huerne had?

A.—Yes, sir; I understood it was a tolerably hard, very clean, sharp rock; I thought it would make very good concrete, no doubt; it is certainly harder than broken brick, which is supposed to make about the best, and that red rock is much harder.

Q.—I think you said you were a builder?

A.—Yes, sir.

Q.—Did you ever use concrete in building?

A.—I have, sir.

Q.—In your opinion, is it necessary to cover the whole surface of the ground for a good, substantial building?

A.—No, sir; I don't think it was necessary.

Q.—Would it be necessary to put a greater depth under the walls if you left out the concrete between the walls?

A.—I think it would not.

Q.—Don't you consider concrete used in the center of the building, away from the walls, unnecessary?

A.—Well, I consider it, as a general thing, unnecessary; still, it is not wholly wasted, because having the whole foundation covered with concrete, enables them to make alterations in party or partition walls which could not otherwise well be made; that is the only object I could perceive in it; as to adding anything to the strength, I cannot conceive its doing so, because as the weight would come directly on the concrete it would cause a fracture between the portions on which there was no weight, and that where the bearings were.

Mr. Canavan—You say you are a builder?

A.—Yes, sir.

Q.—What building are you working on now?

A.—I am not working on any now.

Q.—What building have you been working on lately?

A.—Well, very recently, I have worked on none.

Q.—Now, what building in this country have you worked on?

A.—Well, I built the Protestant Orphan Asylum out here; the California Bible Society building, and various other buildings in the city.

Q.—Are you a successful builder?

A.—Well, I consider myself tolerably successful. I have been unsuccessful sometimes, perhaps—unsuccessful in making money at it, that is about all.

Q.—What cement have you used making concrete?

A.—Here, in this city, I have made so little concrete that I don't consider it worth talking about.

Q.—You don't know anything about concrete in this city?

A.—Yes; I have made a little, but not a sufficient quantity to pass a judgment upon. My knowledge of cement is based on work in the Eastern States—Government work and others where I have superintended it.

Q.—Have you seen this red rock stone used in cement—in concrete?

A.—No; I have not. I have only seen it used for macadamizing roads.

Q.—Do you know that it disintegrates very easily?

A.—Well, almost any rock that is seen about the city has the same

fault precisely. Telegraph Hill rock will disintegrate, in my opinion, quite as readily upon exposure as the red rock.

Q.—What is the reason you think so?

A.—The Telegraph Hill rock, upon exposure to the atmosphere and rain a year or two, will slack almost like lime. I notice that in two or three places.

Q.—How is it where it is not exposed?

A.—I think it is hard and solid enough to endure.

Q.—Do you know that by experience of testing it?

A.—No; I do not. I have not tested that rock in that way, and I don't think I have any other. I have not any knowledge on that question.

Q.—Are not builders or other gentlemen, where they are brought to be examined in Courts or elsewhere on any question, brought forward to testify only in regard to what they understand thoroughly, and about which, from experience, they know something?

A.—Precisely; they are supposed to be.

Q.—Concrete, in this city, you know nothing about experimentally? You have had no experience making concrete in this city, and know nothing about it?

A.—Well, I cannot see where concrete differs in this city from any other city.

Q.—Telegraph Hill stone is used here, is it not?

A.—Well, a similar quality of stone may be used in other cities.

Q.—And red rock stone?

A.—It may be.

Q.—Do you know where they are used?

A.—Well, they may be; that is simply a mere matter of question, whether they are or not.

Q.—Now, where is this kind of red rock to be found, except in this city?

A.—I don't know; I cannot recollect just now. If you give me time I suppose I could ascertain.

Q.—You are called here as an expert?

A.—Precisely.

Q.—And an expert is to be questioned on what he knows from experience, of the subject he is talking about?

A.—I think I do.

Q.—This red rock you never saw used in concrete in this city, and you don't know as it has ever been used?

A.—I don't know as it has ever been used in this city in concrete.

Q.—And you don't know that it has been used in any other city?

A.—No; I don't think I do.

Q.—Do you know General Alexander?

A.—I know him by reputation; I know what his reputation is as a very competent engineer and builder.

Q.—Those carts you saw going along the street, I think, you said they were carting stone for the City Hall, filled with dirt, dust, and so on?

A.—Yes, sir.

Q.—Was that from the top of the cart?

A.—Well, I saw carts dumped, and I think it was from the bottom as well.

Q.—Are you the author of the communication that appeared in the *Bulletin*, signed "Clark."

A.—Yes, sir.

Q.—You were turned out from the mines, you say, by the foreman of the concrete work?

A.—Yes, sir; I was there on business, and I was ordered out very insolently.

Q.—What reasons were given for ordering you out?

A.—They did not give any, and I asked none; I got through my business and left.

Q.—Did he tell you you were hanging about attending to other people's business?

A.—I did not hear him, and if he did, he told a falsehood; it was the second time I was within the inclosure, and both times I went in on business.

Q.—What business?

A.—To see Mr. Graves; I had had carts working for him at another place; and the first time it was to order those carts from him, and the second time to get his bill for it; that was my business there; when I so called, the foreman for the laying of the concrete came and ordered me out.

Q.—What were you doing at the time?

A.—I was talking to the foreman of Mr. Graves—Mr. Kelly—he had charge of the grading.

Q.—You say you were the builder of the Protestant Orphan Asylum?

A.—Yes, sir.

Q.—Did you finish the Protestant Orphan Asylum?

A.—I did, sir.

Q.—Did you fail on it?

A.—I did not; the man to whom I let a sub-contract, Mr. Latson, failed on it.

*Mr. Andrews*—This rock you saw being delivered here for the concrete; at what time, did you say, you first noticed it?

A.—Well, I noticed it first in September.

Q.—Was that among the rock they delivered here?

A.—The first delivered here was very good, clean rock; I say the very first, because I was at work at the time the crusher was being put up, and the framework being erected; I did not observe any dirty rock or clayey coming here until about a month afterwards—in the latter part of September, or the first of October, along there.

Q.—Did the oven at the Alms House fall after you built it?

A.—There was an arch and an oven there gave way, which was not properly anchored.

Q.—More than once?

A.—Not more than once.

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## TESTIMONY OF STEPHEN H. WILLIAMS.

STEPHEN H. WILLIAMS called, sworn, and examined:

*Chairman*—You reside in this city?

Answer—I do.

Question—What is your occupation or profession?

A.—Architect.

Q.—Were you one of the competing architects for the City Hall plan?

A.—I was.

Q.—You followed the printed instructions of the Commissioners in drawing the plans, did you?

A.—I endeavored to as close as possible.

Q.—You saw all the plans exhibited by the various architects?

A.—Oh, yes, sir; repeatedly.

Q.—Did the various plans exhibited to the public at that time in the Mechanics' Pavilion—were they in strict accordance with the instructions of the Commissioners?

A.—Very few of them.

Q.—Will you be kind enough to state wherein they differ?

A.—Well, I think the great deviation was in the extravagance—that is, the cost of the plans—they would far exceed the appropriation in various ways; some were considerably larger than was necessary, I thought, and far more ornamental and extravagant—the plans and the ornamentation.

Q.—Do you know of any competing architects that were allowed to modify their plans that were exhibited there?

A.—I do not know positively that fact; it was reported that one of them had such opportunities; but I had no personal knowledge of it myself.

Q.—Were there no privileges of that kind extended to you?

A.—None whatever; the fact is, our names were not to be known to the Commissioners; the instructions were that we were to give our plans a motto, and not to be known until the award was made—the premiums awarded; in that case we had no opportunity to make modifications, or to be known.

Q.—Did you ever make an estimate of the cost of your plan for that building?

A.—Yes, sir. I submitted an estimate with the plans, or a rough outline specification and estimate.

Q.—What was that cost?

A.—I do not recollect the exact figure now; it was in the neighborhood of a million and a half—not varying over eight or ten thousand dollars.

Q.—You intended that to be a first class building, did you?

A.—I did; so far as the limit of the appropriation would allow. It would not afford such a building as the Mint is—not a complete fire-proof building. As regards first class; we might call the Mint a first class building; but this would not be equal to it. There could no building of magnitude be built for anything like the appropriation, if it was a strictly first class building.

Q.—I will modify the question in this way, then—a first class building if built of a material composed of stone, wood, iron, and brick? Was that your intention?

A.—Yes, sir.

Q.—A first class building composed of those materials?

A.—Yes, sir. It was for a building similar in character to the State Capitol.

Q.—Did you intend to have concrete under the building?

A.—Yes, sir; concrete at the bottom of the walls.

Q.—Did you intend to cover the entire space with concrete?

A.—No, sir.

Q.—In your opinion as an architect and an experienced man, do you think it an advantage to the building to cover the foundation with concrete?

A.—I do not think it an advantage sufficient to cover the cost. It might answer to keep out dampness where it is built on a soil like this—a damp soil—but further than that I do not think it strengthens the building.

Q.—Where the building sets ten feet six inches above the surface of the land, is it necessary to put concrete in there to keep out the dampness?

A.—I do not think it would be necessary.

Q.—What in your opinion would be the effect of that, if the building settled? What would be the effect of covering the space all over with concrete?

A.—Well, I think where there was any great weight it would be apt to crack the mass of the concrete—to settle that directly under the great weight, and leave the other at a higher elevation; or rather it would sink that part that was most exposed to the weight.

Q.—Have you seen the work as it is being done?

A.—No, sir; I have never been inside the inclosure.

Q.—Did you know anything about the quality of the rock in question used for concrete?

A.—I have never given it more than a passing glance. I have seen the work while passing on Broadway, where they were crushing—where the crusher was at work, and the stone was rolling over the incline into the carts; but I was never close to it, nor stopped even a second to examine the material.

Q.—Did you consider yourself a judge of the material to make a first class concrete work?

A.—I do not claim to be a man of great experience in concrete work. I have used it some in buildings and foundations under houses.

Q.—Is it necessary that the rock should be clean and free from clay and dust to make a good strong job of it?

A.—I think it should be clean and free from clay or any vegetable matter. It should be as clean as possible.

Q.—Can you tell the committee the difference as to cost between building a rubble of stone taken from a sheet quarry, and building one of stone taken from a boulder quarry?

A.—I do not think I could tell that from experience. We have no stone from a sheet quarry, unless you term the Benicia quarry a sheet quarry. That stone was used here in former times, and I think it could be laid for less than this stone from Angel Island; but the comparative difference I am unable to give.

Q.—If you had not been limited, as stated in those printed instructions, would you have drawn a different plan from that which you did draw?

A.—Well, yes, sir; I should have felt at liberty to have drawn a more elaborate and extravagant building.

Q.—I would like to ask if, in your opinion, the Commissioners adopted the plan of a building that can be built for the amount of money in the appropriation?

A.—Oh, well; I have no idea that it can be built for twice the amount.

Mr. Aldrich—Are you speaking of the whole building on the original plan?

A.—I am only speaking of the original plan, because I do not know and am not familiar with any modifications that have been made.

*The Chairman*—With wings and towers and a Mansard roof left off, and a flat roof provided for, could it then be built for that?

*Mr. Canavan*—With the Mansard roof taken off, and the height reduced two feet, and the towers omitted?

A.—I could scarcely give an intelligible answer without examining the plans and capacity of the building; but I have no idea that it could be built with the amount of ornamentation, or the number of columns that were to be put up, or anything like that. That was to be a far more expensive and ornamental building than the State Capitol, which has already cost over two millions.

*Mr. Aldrich*—Can you give us an idea of what it would cost per cubic foot for a building of that kind with the ornamentation?

A.—I could not do so. I should rate it at not less than fifty cents a cubic foot.

*The Chairman*—Is it the intention of the builders to dispense with all the useless ornamentation on the plan?

*Mr. Canavan*—Yes, sir. I think Mr. Williams himself has stated that it is one of the handsomest and most meritorious plans of a public building.

*The Witness*—Yes, sir. I told them that I thought it could not be beat; that is, for the configuration on the ground.

*Mr. Canavan*—We have omitted all unnecessary ornamentation.

*Mr. Aldrich*—Do you conceive, in your own mind, throwing off all the ornamentation, you could devise the building, or, that you could still build the building, leaving off the towers and everything—what do you think you could build such a building for, per cubic foot?

A.—That would depend a good deal upon the material used. That is not determined upon yet, I believe.

Q.—Well, a building of brick, and wood floors, and a wooden roof, covered with a composition of about half the cost of copper? Of course, you can only speak approximately.

*The Witness*—The surface of the building to be brick, and stuccoed?

*Mr. Canavan*—Yes, sir.

*The Witness*—We counted on the plan some fifty-two columns, and those would cost a great deal; but it would depend upon the materials used; I do not know what is to be used.

*Mr. Canavan*—We wish to use iron; but a great many of those columns are cut off, however.

*The Witness*—Well, it is probable that you might get the building up for about forty cents a cubic foot.

*The Chairman*—What could your building have been erected for out of the same material that they propose to erect this for, per cubic foot?

A.—I think I rated mine at thirty cents.

*Mr. Aldrich*—And putting in about the same materials you are talking of for the other?

A.—Yes, sir.

Q.—A building like the Merchants' Exchange?

A.—Well, better than the Merchant's Exchange; as I stated before, it would be about equal to the State Capitol, with an entire granite basement, built of brick and cast iron columns; the Exchange only cost about twenty cents a cubic foot.

Q.—I would like to ask you the question—I do not know but what it has already been asked—in regard to the propriety of spreading the concrete all over the surface?

*Chairman*—That was asked.

Q.—You are an old resident here and have done a great deal of good work, and you have the interest of the city at heart; now, I would like to have you express your opinion as to whether it would be advisable to construct the City Hall in the manner the Commissioners propose to go on and construct it?

A.—Well, I don't know that my opinion would have much weight, but I have always considered it a very extravagant undertaking, and one that would be, probably, a long while in being fulfilled.

Q.—Excuse me, that is not the question; it is: I asked you whether or not the people of this city do not desire to see a first class building, so far as the money will allow them to get it erected?

Mr. Canavan—I object to that question. What does Mr. Williams know about the opinion of the people of this city? I have not objected to a single question until this one—he has no more means of knowing what the opinions of the people of this city are than you have.

Chairman—I think it is a proper question to ask.

[The reporter reads the last question.]

Mr. Canavan—I objected to it because it might lead to a large number of questions similar, but I will withdraw the objection.

Chairman—I propounded the question because his opinion, I believe, would have great weight with the community; I know it would with me.

Mr. Andrews—We are here to investigate only the acts of the Commissioners.

Chairman—And this is one, I think, of the most important acts which we have to investigate.

Mr. Canavan—I have withdrawn the objection.

[The reporter again reads the question.]

A.—I cannot answer for the people of the city; I have not conferred with the people enough to give you an answer in regard to the general opinion of the people, I can merely judge from the remarks of the press.

Chairman—What was your understanding when bidding for this work? It was generally understood, was it not, by the press, and the people, that you were to draw plans for a first class City Hall building?

A.—Yes, sir. As regards the class of the building they are constructing, I am not able to determine, having given it no examination, any further than as I stated before, a passing glance at the materials furnished here, and the stone I saw brought; it is hard to determine what class of building they are going to put up, from what we see done at the present time; I would merely state that, so far as I have seen the work and the materials which are being used, it is far from being a building equal to the Mint building.

Chairman—Do you know the quality of the material used in the State Capitol building?

A.—Yes, sir; I have seen the building there and the material several times.

Q.—Is this building equal to that?

A.—Well, I did not see the lay of the concrete there, but, so far as the stone and brick work goes, I consider it a very good piece of work. If they do it equally as good as that, I think the people will be satisfied.

Mr. Andrews—So far as you have seen the materials that are being used in the construction of this building, do you consider them such materials as would make a permanent building?

A.—I have a little doubt about the concrete, not from my own knowledge, because I have not inspected it; but, so far as the foundation stone

goes, I think it is sufficient for the purpose for which it is being used; that is, for the rubble wall.

Q.—You have a doubt in relation to the concrete?

A.—I have a doubt; but whether that is well founded or not I do not know. It is not from my own examination, but it is more from hearsay and remarks in the press than from my own knowledge.

Q.—Then, so far as you know, from your own knowledge, you have no reason to doubt as to the character of the material that is being used?

A.—No, sir; I have no reason from my own knowledge.

Mr. Canavan—The building, as modified, would reduce the cost—the modifications would reduce the cost very much, would they not?

A.—Oh, yes, sir.

Q.—What did the Merchants' Exchange cost to build per cubic foot?

A.—About twenty cents.

Q.—How much did the Occidental Hotel cost?

A.—Well, I should merely judge by the quality of the building that it would cost in the neighborhood of sixteen or eighteen cents per foot.

Q.—Do you consider the Occidental Hotel a substantial building?

A.—Well, no, sir; not sufficiently for a City Hall.

Q.—Do you consider the Merchants' Exchange a substantial building?

A.—Well, not substantial enough for a City Hall.

Q.—Do you know anything at all about the character of the material that is going into the work on the City Hall here?

A.—I do not; I never examined it any further than I have seen the stone passing along in the avenue.

Q.—You know nothing about the way the work is being done?

A.—I do not; because I have never been inside.

Q.—You say your plans called for a building that would cost something in the neighborhood of one million five hundred thousand dollars?

A.—According to the instructions, I endeavored to keep them as near as possible?

Q.—You think that would cost thirty cents a foot?

A.—I think it was thirty or thirty-five. I rather think it was thirty, as I stated at first that I estimated.

Q.—Per cubic foot?

A.—I have not those figures at my tongue's end, and I did not bring them with me.

Q.—We have the figures here: six million nine hundred and one thousand and sixty-four feet, at thirty cents a foot, comes to two million seventy thousand three hundred and nineteen dollars and twenty cents?

A.—Well, that depends considerably on the manner of measurement. We do not all agree upon the manner of measurement, and I understood from one of the parties at the Pavilion that in making the measurement they included the outside corridors. I never included them at all.

Q.—They were all measured upon the same plan. You have not seen this work, you stated?

A.—I have never been inside the inclosure, so I could not answer as to the quality of the work.

Q.—You were a competing architect and competed for the same premium?

A.—Of course. I received one.

Q.—You know Mills & Clark, builders?

A.—Yes, sir.

Q.—What is their character? Do they stand high as builders?



A.—Well, I have had but a short acquaintance with them. They took a contract for an oven out at the Almshouse.

Q.—Who did? Mr. Clark?

A.—Mr. Mills did, I think, and they lost money upon it. The crown of the oven was built three times before it was a success. It is rather—well, I should hardly take that though as a criterion of the capability of a mechanic, as it is a little outside of ordinary sorts of work to build an oven, and there are very few men, except practical oven builders, who would understand it.

Q.—Is Mr. Clark looked upon as a good builder?

A.—Oh, I think he could build a brick building, perhaps, as well as most masons.

Q.—And Mr. Mills?

A.—I do not know of his capacity. I never had any opportunity of knowing what he could do.

Q.—Or what Mr. Clark could do?

A.—Nothing more than that oven.

Q.—That was a failure?

A.—That was a failure.

### TESTIMONY OF THOMAS J. JOHNSTON.

THOMAS J. JOHNSTON called, sworn, and examined:

*The Chairman*—What is your occupation?

Answer—I am an architect.

Question—You reside in San Francisco?

A.—Yes, sir.

Q.—How long have you lived in San Francisco?

A.—About twenty-one years, sir.

Q.—Were you a competing architect?

A.—I was not.

Q.—What connection, if any, have you had with the construction of this building, or the drawing of plans?

A.—I was employed by the Commissioners to make approximate estimates of the cost with eight plans that were submitted.

Q.—Did you act in that capacity?

A.—Yes, sir.

Q.—You were employed as an expert, were you?

A.—Yes, sir.

Q.—You acted in that capacity?

A.—Yes, sir.

Q.—What was your report?

A.—My report was all in writing, here. I kept no memorandum of that.

*Chairman*—Will the Secretary please furnish the committee with that report?

*Mr. George*—There is an abstract from it. [The estimates of the experts Johnston and King marked "Exhibit E."]

*Mr. George*—I have not the estimate of Johnston. That document is taken from the two estimates, one by Johnston and the other by King, and embraces them both.

*Chairman*—How long were you engaged making up this report?

A.—Several weeks; I don't recollect just how long.

Q.—At what time was this report made?

A.—It was made a day or two before the plans were awarded, I think.

Q.—Before the adoption of the plan?

A.—Before the adoption of the plan.

Q.—Take this, and explain to the committee the amount of your estimate of the cost in this building, and how you arrived at that?

A.—I measured the building; the cubic feet—got the contents of each building, and then I put the nearest estimate I could make, judging from the character of the building, of what it would cost per cubic foot.

Q.—What kind of material did you estimate on?

A.—I estimated for the main building a stone foundation, and brick and iron work.

Q.—Did you estimate for concrete?

A.—There was concrete marked on the sections of some plans, and I estimated for it.

Q.—Did you estimate for concrete for the entire surface of the ground plan, as adopted?

A.—No, sir.

Q.—Did you estimate for concrete under the walls?

A.—Yes, sir. I left out the area.

Q.—What thickness?

A.—The thickness as marked on the section. I don't recollect now just what it was.

Q.—Did you have the sections completed at the time you made the estimate?

A.—Certainly.

Q.—Showing the thickness of the various walls?

A.—Yes, sir.

Q.—How many bricks did you make the estimate for?

A.—I did not estimate on that, I got the cubical contents of the building.

Q.—How much did you estimate the cubic contents?

A.—Which plan do you propose now?

Q.—The one that was adopted by the Commissioners.

A.—I think my estimate on that was thirty cents.

Q.—What were the cubic contents?

A.—I made it ten million four hundred and ninety-eight thousand six hundred and ninety-four feet; there might have been a trifling difference in our measurements.

Q.—Was Mr. King below or above you?

A.—He was below me.

Q.—You were going on to state the quality of the material?

A.—I estimated a stone foundation, and brick and iron for the exterior, as we usually do here, and woodwork for the inside, except where there was a partition wall shown on the plan; several of the architects indicated by the sections what material they intended us to use, themselves.

Q.—Did you intend cement to be used in the construction of the brick work?

A.—Yes, sir; I always used it.

Q.—What portion?

A.—Under the walls—

Q.—[Interrupting]—I am speaking now of the brick work.

A.—I did not make any special estimate on the quality of the material, I took the plans at sight.

Q.—But in estimating the value of the building, by cubic feet, you must decide upon the same data, that is, the quality of the material and the quantity of it, the quantity of cement, etc., before you can arrive at a price.

A.—Before I could do that I would have to have the written specifications.

Q.—You had none?

A.—No; I went by the plans issued and my own experience in such work.

*Mr. Aldrich*—Such material as you thought would be proper?

A.—Yes, sir.

*Chairman*—What was that material you thought proper for the composition of mortar, and the construction of the building?

A.—Stone foundation, best quality of brick and iron when necessary for the ornamentation; and wood for the main cornices and interior portions and floor; joists of wood, just as the section showed.

Q.—What kind of roof?

A.—Well, the roofs were of different kinds that were shown on the plans. I calculated the material to be tin.

Q.—Did you take into consideration the use of cement in the mortar for brick work?

A.—Certainly. I always do that.

Q.—Did you take into consideration the banding of the building with iron?

A.—Yes, sir; the same as they built the later part of the Occidental Hotel. That was my basis of calculation.

Q.—You calculated all the floors to be of wood—joists and floors?

A.—Yes, sir; except for the Hall of Record.

Q.—I am speaking now of the City Hall. How much, per cubic foot, did you estimate that at?

A.—Thirty cents.

*Mr. Aldrich*—That made the brick work cost—do you remember what?

A.—Three million and odd dollars. It is three million six hundred and twenty-five thousand forty-three dollars and forty cents.

*Chairman*—What compensation was paid you for that service?

A.—The Commissioners gave me two hundred and fifty dollars. That was all I asked.

Q.—Have you been employed by the Commissioners, or any of their agents, since that time?

A.—I was employed by Mr. Laver during his temporary absence, to act for him and consult with the Commissioners.

Q.—To act for him as architect?

A.—Yes, sir.

Q.—Did you receive any instructions from the Commissioners concerning the writing off of specifications and making contracts?

A.—No, sir.

Q.—What did you do in Mr. Laver's absence?

A.—Well, I assisted in making changes, and sent to Mr. Laver, in New York, changes of the plans.

Q.—What changes?

A.—Cutting off the wings, and changing some of the rooms from one

portion to another. There was a public assembly hall left off, and it took the wings off, and the jury rooms off the United States Courts, and located the faces differently from what they were located on the adopted plan, in order to make it more pleasant for some of the rooms.

Q.—Who instructed you to make these changes in the plans?

A.—I think Mr. Canavan and Mr. McLane, the Commissioners. I would say that all my acts during Mr. Laver's absence—all my recommendations—are matters of record in writing here.

Q.—Did the Commissioners assign any reason for making the alterations?

A.—The principal reason was to reduce the cost of the building to the appropriation, or as near as possible. They found that much more room was called for in the pamphlet than was really required. For example, the United States Court rooms and the public assembly hall.

Q.—Do you know what the instructions of the Commissioners were to the architect?

A.—I read the pamphlet when it was first issued.

Q.—Did the competing architects deviate from those instructions?

A.—Well, so far as the cost of the building is concerned, they all deviated.

Q.—Did they deviate in any other respect?

A.—I think not. Well, some of those plans were colored up a little more than what the pamphlet instructed. But, as a general rule, they carried out the instructions of the pamphlet as near as they could.

Q.—Did the Commissioners adhere to the printed instructions in adopting the plans?

A.—So far as they could, excepting the cost of the building. There was no plan considered that came within the appropriation.

Q.—You have had experience in concrete work, have you not?

A.—No, sir; only from observation—no practical experience, personally. I have seen a great deal of work done, but not by myself.

Q.—Have you had experience as an architect in building rubble wall?

A.—Yes, sir.

Q.—Can you inform the committee the probable difference in building a rubble wall from a sheet quarry and that of a bowlder quarry?

A.—I should think the labor would probably be more from the sheet quarry. I could not tell what the difference would be. I mean more for a rubble wall.

Q.—Your experience, then, is not very great in stone work as an architect?

A.—Well, I have put in three or four foundations. I put in the Occidental Hotel foundation. That is there, I think, pretty good to show for itself; and the foundation of Platt's Hall from Telegraph Hill stone. That is there to show for itself. The Occidental foundation is from Angel Island stone: the same as they are using here.

Q.—What do you think the difference would be between using sheet quarry stone and bowlder quarry stone?

A.—I could not give an idea at all. I never used any only on natural spaces, though it would be a less cost for labor, as they would not have to use so many chips in filling up.

Q.—Are you engaged now by Mr. Laver?

A.—No, sir; I have had nothing to do with the City Hall building since two days after Mr. Laver returned, and I came out here and showed him what was doing. I discharged myself, of course, because it was

not necessary for me to be here, and I had other work to attend to of my own.

*Mr. Aldrich*—I want to ask you in relation to the concrete for foundations—whether there is an advantage or not in spreading all over the whole surface of the ground.

A.—Well, I have never had experience enough in concrete to give more than a general idea on that.

Q.—You have no knowledge of using concrete in that way?

A.—No, sir, I have not; only I know of its being used in that way in damp places to prevent dampness.

Q.—In your judgment does it give any strength to the support of the walls by placing it on the intermediate space between walls, or over the whole surface of the ground where the building is spread out, as this is?

A.—Well, I don't think, in my opinion, that it would; that is, where you have a good solid foundation under the walls, except, perhaps, in an earthquake shakey country, where the motion is likely to be unequal under different portions of the building; in that case, its sitting on a solid mass might be of some service.

Q.—You do not see any other advantage?

A.—That and dampness; that is the only thing.

Q.—In reducing down this building to the size of the plan—taking off those wings, etc.—did you estimate what the cubic contents would be?

A.—I don't recollect; I never kept a memorandum of it; we not only cut off the wings, but reduced the corridors some two feet in width, taking off an immense number of cubic feet; the corridors ran the whole entire height, including the Mansard roof.

Q.—Do you know whether you reduced it down to a million and a half?

A.—I think my estimate did not—not quite.

Q.—How near it?

A.—I think within some few hundred dollars; I don't recollect the figures.

*Mr. Canavan*—You stated that you sent in the report a day or two before the awards were made; we find upon the records that it was five days before.

A.—Well, it was some days before.

Q.—You found all the plans you estimated upon, to be more than a million and a half?

A.—Yes, sir; the eight plans we were instructed to estimate upon.

Q.—You say that by the modified plan your figures came within a few hundred dollars of a million and a half.

A.—Yes, sir.

*Mr. Canavan*—We will show that Mr. King was under, and that the average between the two came a little under a million and a half.

Q.—You are not interested with Mr. Laver now?

A.—No, sir; I never was, except as his agent.

Q.—At the time you were appointed expert, were you acquainted with the Chairman of the Commissioners—myself.

A.—No, sir.

Q.—You had never spoken to me?

A.—No, sir; except that you met me on California street.

Q.—Have you seen any of the work?

A.—I have not. I have been over the concrete, but not to examine it.

Q.—Did you see the test holes?

A.—Yes, sir; I have. The borings of the artesian well.

Q.—From what you saw, did you think the concrete necessary or not?

A.—I think it necessary on account of the dampness, if nothing else. They struck water in the excavations within a few feet.

*Chairman*—In this case, where the basement stands ten feet six inches above the ground, do you think it necessary, then, to have concrete on account of the dampness?

A.—It does not stand ten feet six inches. They struck water here before it was excavated, and the men doing the work all they had to do was to dig a hole and water their horses.

Q.—Your answer to Mr. Canavan was that it was only necessary, you thought, to prevent dampness?

A.—That is, covering the whole surface.

Q.—The question put is: where there is no material to be affected by dampness, whether it would not be necessary to have the concrete extend over the entire surface, where it stands ten feet six inches above the foundation?

A.—I don't understand your question. Do you mean ten feet six inches above the surface of the street?

Q.—The surface of the ground.

A.—As excavated, or above?

Q.—Above the surface of the ground?

A.—I don't understand you now.

*Mr. Canavan*—Would not the dampness extend up the wall above ten feet by what is called capillary attraction?

A.—Yes, sir.

Q.—Would not concrete prevent that dampness?

A.—Certainly.

*Mr. Aldrich*—Would a depth of three feet be necessary?

A.—Not for dampness; no, sir.

Q.—I am talking about the spaces intermediate between the walls and in the courts.

A.—I should think not, unless there was some reason. They might have excavated too deep, and it would be necessary to fill with concrete; because they could not fill in with loose sand.

*Chairman*—If I understood you correctly, you stated that the dampness would strike up the rubble stone wall laid in cement eight or ten feet?

A.—No; I said the brickwork.

Q.—This is rubble?

A.—There is rubble stone, and brick walls, also.

*Mr. Aldrich*—I thought this concrete extended over the court.

A.—It does, entirely.

*Mr. Eastland*—The court is not to be laid in the concrete.

*Witness*—I beg pardon, I understood it was.

*Mr. Laver*—No; the concrete is not to be laid in the court, as a matter of fact.

*Witness*—I think I suggested myself, to leave that out the court.

*Mr. Eastland*—There is one hundred and twenty feet square where there is no court.

*Mr. Canavan*—I will ask you, as an architect, if it is necessary for a contractor to be in constant communication with the architect in order to carry on the work according to the plans and designs of the architect?

A.—Certainly; it is more especially in a job of such magnitude as that.

Q.—So that there was nothing improper in Mr. Laver and Mr. Jordan being together a good deal?

A.—I see nothing improper in it.

*Chairman*—Did Mr. Jordan have specifications to work by?

A.—I don't know; there has been no contract given out since I turned the work over to Mr. Laver.

Q.—If he had plans and specifications to work from would it be necessary for him to be with the architect every day?

A.—Either he or his foreman; you know, yourself, how difficult it is to get contractors to study up the work, and it is necessary for the architect to be with them all the time.

Here the committee adjourned until to-morrow morning, at half-past ten o'clock.

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FRIDAY, February 2d, 1872.

### TESTIMONY OF CHARLES E. McLANE.

CHARLES E. McLANE called, sworn, and examined:

- *Chairman*—What is your occupation?

Answer—I have been connected with Wells, Fargo & Company for the last eight or ten years; I am now in the banking department of it.

Question—You were appointed one of the City Hall Commissioners, were you not?

A.—I was appointed one of the City Hall Commissioners by Governor Haight, on the twenty-seventh of April, two years ago.

Q.—And have acted as such up to this time?

A.—I have, sir.

Q.—Did the Board of City Hall Commissioners give any instructions to the architect employed on that building with reference to the drawing of specifications, contracts, and so on?

A.—What do you mean by giving instructions? Do you mean general instructions; because they did give general instructions to the architect. I would state here, in that connection, that the Board of City Hall Commissioners have regular times of meeting to discuss not only the plans, but the work, and they, or their chairman, would give these instructions.

Q.—Did you give the architect any special instructions as regards specifications?

A.—Well, I don't know that we did give any special instructions.

Q.—Do you know of any member of the Board who gave special instructions to the architect upon that point?

A.—I really do not know what you mean by special instructions; as I answer, the architect was given instructions upon all the specifications of the work laid out, and of each portion or grade of work as given to him.

Q.—To be plain, did you instruct the architect to confine bidders to specifications?

A.—We did, sir.

Q.—Did he do so?

A.—I presume he did; I would state here, if you will allow me, that the Secretary writes the instructions; they would be drawn up by the attorney, and they would be placed where the contractor or bidder could see them in the office; the first year they were in the office in the city over Donahue, Kelly & Company; that was the only office we had; and

after the building was completed at the City Hall, they were in both places—copies of them in the Secretary's office and in the architect's office.

Q.—Were facilities offered to men desiring to bid on the various kinds of work?

A.—To the best of my knowledge, I think there were, sir.

Q.—Facilities to examine the specifications?

A.—I think there were, sir; there was some complaint, I think; that is probably what you are driving at.

Q.—Yes, sir.

A.—There was some complaint made by some of the contractors that they were not allowed facilities—not allowed to take copies of specifications which were in the architect's office and in the Secretary's office—those complaints were made. The only way they came to my knowledge was through the newspapers; I saw them in the newspapers.

Q.—Did you have more than one copy of the specifications for the concrete work at a time?

A.—We had two copies, as a matter of course—the original and the copy—how many more, I don't know.

Q.—Did they have access to them?

A.—They had access to them. I will state here that the reason we did not make more copies, or printed copies, was the amount of expense it would be advertising those specifications. That matter was discussed at one of the meetings, as the minute book will show. That would show all these questions in detail that are asked by the committee. We discussed the propriety of advertising, and we did not do it on account of the expense.

Q.—In a business point of view, as a matter of expense in affording proper facilities to the various contractors and bidders to read specifications, would you not, in your opinion, have received lower bids for the work?

A.—I do not think so. I would state here as a reason, while I am mentioning expenses, that the statute names the two daily papers in which we should publish them. We knew that all the papers desired to put those advertisements in, and in the beginning many did put them in without any authority, and we had to pay them for that, and did pay for it. We thought we would give them every facility; but that expense or newspaper item accumulated to such an extent, that we ceased to advertise.

Q.—How many bidders were there for grading that lot—the first contract which you let?

A.—I could not tell you without referring to the books.

Q.—Was there more than one?

A.—Oh, yes, sir. The first contract for grading the lot, there were two or three, I think. I could not tell you, without referring.

Q.—Was the contract awarded to the lowest bidder?

A.—It was not, sir.

Q.—Did the lowest bidder comply with your rules?

A.—He did not.

Q.—In what respect?

A.—We notified him that his bid would be accepted, and gave him sufficient time to give his bonds; but he did not come forward. We hunted him in fact two or three days, and finally he forfeited his bond. He gave a bond, with Mr. Libby as one of the sureties, and, I think, a man named Hewes. I am not certain of the other.



Q.—How much was that bond?

A.—One thousand dollars.

Q.—Was that money paid to the City Hall Commissioners?

A.—It was, sir.

Q.—Have all moneys received by the City Hall Commissioners from forfeited bonds been paid to the City Treasurer?

A.—They have not, sir. There has never been but one forfeiture—that one thousand dollars.

Q.—Who is the custodian of that money now?

A.—It is on deposit in the bank of Wells, Fargo & Co.

*Mr. Canavan*—The Commissioners hold a receipt of Wells, Fargo & Co. It was long before the sale, and the Treasurer would not take it at the time.

*Witness*—That is the way I intended to explain that, when the question was asked.

*Chairman*—There has been only one bond forfeited?

A.—Only one bond forfeited. That was on the original excavation.

Q.—Did the next lowest bidder receive the award?

A.—He did, sir; David Hewes & Co.

Q.—They went on and completed their contract?

A.—Yes, sir.

Q.—What was the difference in the bids?

A.—I think the price of the lowest bidder was seventeen and a half or seventeen and three-fourths cents, and the other was twenty-three and a half cents.

*Mr. Canavan*—The lowest was nineteen and three-fourths cents.

*Witness*—Well, I have not refreshed my memory on those bids, or looked at it all.

*Chairman*—Do you remember any other man bidding for that work?

A.—I think there was another bid, sir.

Q.—Do you know of any collusion between the first bidder and Mr. Hewes, who performed the contract?

A.—I do not, sir. I do not know that they knew each other. I certainly did not know either one of them myself. I never knew Mr. Hewes until that time.

Q.—Did the Board advertise for bids for the furnishing of stone?

A.—They did, sir. You mean for the concrete.

Q.—For the rubble wall.

A.—For the rubble wall; they did, sir.

Q.—Who was the lowest bidder for furnishing the stone for the rubble wall?

A.—I would ask permission to refer to that book; because, as I have explained, I have not refreshed my memory, and would prefer to answer from that.

Q.—The book will show?

A.—Yes, sir.

Q.—Was the contract awarded to the lowest bidder?

A.—It was not.

Q.—Did he accompany his bid with a bond?

A.—I will state here, if my memory is right, the bid for the stone—You are speaking now of the stone to be furnished?

Q.—Yes; for the rubble wall.

A.—It was not awarded to the lowest bidder.

Q.—Did he accompany his bid with a bond?

A.—He accompanied it with a bond. Each proposal required two

sureties in a certain sum, that they would go on with the work, if the bid was accepted—that they would fulfill. Afterward, when the contract was let to the lowest bidder, another bond was taken for the performance of the work; but all the bids required two sureties, and it was so stated in the advertisement.

Q.—His bid was accompanied with a bond?

Mr. McCeney—The bond is for entering into the contract, and, of course, there is no forfeiture if the contract is not awarded to the bidder. Then another bond is given and a different amount fixed when the contract is awarded.

Witness—I would like to refer the committee to the advertisement. That will explain exactly how that was. The bond accompanying the bid was to enter into the contract, if awarded.

[Reads from book marked "Exhibit B," on page fifty-eight.]

Chairman—Was the contract awarded to the lowest man?

A.—No, sir; it was not.

Q.—You will please state to the committee the reason why.

A.—Well, sir, from informality in his bid.

Mr. Canavan—If you will allow me, I would like to correct the Commissioner; his memory is at fault. It was on the report of the architect that the stone was not good enough, that we rejected that bid.

Witness—My own recollection was that it was a sample of sandstone, which, on examination, it was proved would decompose, and for that reason it was rejected.

Chairman—Who was the next lowest bidder?

A.—I could not say without referring. If I had known you would examine me upon these points, I would have referred to them. It is from no idea of concealing anything; but the minutes will show it all.

Q.—Was the contract awarded to the next lowest bidder?

A.—I could not tell without referring. I would say that it was awarded in our Board. The bids were taken up and were passed upon, and the contract awarded and the reason would be given in the minute book why the bid was not awarded to any particular bidder. I should have to refresh my memory in regard to that.

Q.—Do you remember to whom the contract was awarded?

A.—Mr. Henry W. Scale.

Q.—At what price; do you recollect?

A.—I think six dollars and sixty-five cents.

Q.—From what quarry?

A.—Angel Island.

Q.—Is that a Government quarry?

A.—It is, sir; it belongs to the Government.

Q.—Is there any consideration paid for that stone?

A.—None at all, sir. We made application to the Government through the commanding officer here for the use of the quarry, which he said he could not grant without making application to Washington, and the application was made there and it was granted to us. We entered into a contract with the Government through the commanding officer here for the privilege of taking out stone, and there was no compensation to it at all.

Q.—Have you a copy of that contract?

A.—There is a copy in the office.

Chairman—Will the Secretary furnish it?

Mr. George—I have not the copy here.

*Chairman*—Was there a copy filed with the Board of Supervisors?

*Mr. George*—No, sir; not of that.

*Chairman*—Do you know the stipulations or provisions of the contract?

A.—No, sir; not completely. It gave us the use of the quarry for one year, and we were to preserve it in as uniform condition as we could during the work, and leave it in as good order as we found it. I think any wharves or anything stationary that was necessary to be put up to take stone out, were to be left for the use of the Government, and not taken away; as a matter of course, anything like derricks would be taken away.

Q.—Who were the parties who signed the contract?

A.—It was signed by the Chairman of the Commission, and I could not say what officer. I think it was the commanding officer at Angel Island.

*Mr. George*—It was Commodore Parrott. We got permission from the Secretary of the Treasury, I think.

*Chairman*—It was signed by the Chairman of the Board?

A.—Yes, sir. It may be by the others. I think it was by all three.

Q.—And Commodore Parrott?

A.—Yes, sir.

Q.—I believe you said that the Commissioners, or the contractor, was allowed to quarry stone free of cost?

A.—Yes, sir. I think we mentioned that in our proposal or advertisement—that so far as we had, or should obtain the right from the Government, we would grant it to them.

Q.—Do you know whether any contract existed between Mr. Seale and the commanding officer?

A.—I do not, sir. I think there is a contract with him in regard to furnishing stone to the Navy Yard.

Q.—Do you know whether Mr. Seale pays the Government any money for using that quarry?

A.—I do not.

Q.—Or any consideration?

A.—I do not. I don't think he can possibly do so, for the reason that he obtained permission through the Commissioners—the Commissioners having obtained permission from the Government in the first place.

Q.—Does not the law require the Commissioners to pay all the moneys received by the Commission into the City Treasury?

A.—It requires the money that is received from the sale of the lots. This one thousand dollars received from Mr. Tibbey. I think that matter was discussed by the Commissioners at the time it was deposited at Wells, Fargo & Co's. We were receiving no money at all at that time; we had no source to receive any from. Our attorney was consulted about it, and it was done through his advice.

Q.—I understand you, in answer to the question as to who signed the contract, to answer that it was the Chairman of the Commission?

A.—And, also, I say. I think the others did. I will not say that each officer of the Board; and I am not certain which officer signed it, because really, I could not remember. Mr. George mentioned Commodore Parrott; but I could not say without looking. I went to see General Alexander in regard to it once in relation to that matter; but I could not say what officer did sign it. However, that contract will be furnished.

*Mr. Cavan*—I am under the impression that I did not sign it.

*Chairman*—Mr. McLane said it was signed by the Chairman.

*The Witness*—I gave that as my impression; but it is a document that is on file and easily produced.

*Mr. McCeney*—I have seen the contract, but I could not say who did sign it. It has been in my possession.

*Witness*—If Mr. Canavan didn't sign it, it was because it was while he was sick, and therefore it would necessarily be signed by Mr. Eastland and myself. There was a time that Mr. Canavan was absent, and we would meet together, being a majority, and transact the business; and it would be the same if one of the other Commissioners were absent; two Commissioners could meet, being a majority.

*Mr. Canavan*—I will ask, are we receiving any interest on that one thousand dollars?

A.—Yes, sir.

Q.—How much?

A.—Ten per cent per annum. It was deposited there with that understanding.

Q.—The house of Wells, Fargo & Co. gave a certificate of deposit?

A.—They gave a receipt, and whenever that is presented the money will be paid. It is a receipt, signed by the Cashier, J. K. S. Latham.

Q.—It remains there as a special deposit?

A.—It was put there on special deposit, as I understand. In the beginning there was no special place to deposit it. The law made no provision for that, and we never expected really to have any bonds forfeited. It was a matter that really never was thought of, one way or the other.

*Mr. McCeney*—What has been your profession heretofore, before coming to California?

A.—Civil engineer, sir.

Q.—Can you name any particular work in which you have been engaged?

A.—I was connected with the Baltimore and Ohio Railroad for about eight years, and the Louisville and Nashville road for about five to seven years.

Q.—As civil engineer?

A.—As civil engineer.

*Chairman*—Do you know what disposition the Commissioners intend to make of that money?

A.—No, sir, I could not answer that, except that they intend to make the proper disposition of it, whatever that may be. There is not any concealment at all about it. We considered that it was the best course to take at the time, and the best disposition to make of it, because in that way it could easily have been taken out at any moment or any time and deposited with the Treasurer, if we saw fit so to do.

*Mr. Canavan*—As an engineer, are you competent to judge of the work that is going on at the City Hall at present?

A.—I think I am.

Q.—You are a judge of stone work?

A.—Yes, sir.

## TESTIMONY OF HENRY L. KING.

HENRY L. KING called, sworn, and examined.

*Chairman*—What is your occupation?

Answer—I am a builder.

Question—Have you had any connection with the City Hall Commission of this city?

A.—I examined some plans for them that were on exhibition.

Q.—At whose request?

A.—The Commissioners'.

Q.—As an expert?

A.—Well, as a builder. You may call me an expert.

Q.—You were employed by the City Hall Commissioners?

A.—Yes, sir.

Q.—At what compensation?

A.—I was not employed at any compensation.

Q.—Did you receive a compensation?

A.—I did.

Q.—How much?

A.—Two hundred and fifty dollars.

Q.—Please state to the committee what you did in connection with that matter.

A.—Well, I was requested to estimate or to give an approximate estimate upon eight different plans, and I did so as near as I could approximate; not in detail, however; just an approximate estimate.

Q.—What was the amount of that estimate?

A.—I don't recollect now.

Q.—As near as you can give it?

A.—My report I handed into the Commissioners; they have the report, whatever it was—I don't recollect now. I was not aware that I was going to be called on in an investigation in regard to this Commission, and I never kept any memoranda.

Q.—State to the best of your knowledge. Was it one million, the amount of your estimate of the cost of the building originally?

A.—Which one do you allude to?

Q.—I mean, sir, the plans you were called upon to estimate?

A.—I was called upon to estimate upon eight different plans.

Q.—Well, sir, the plan adopted by the Commissioners?

A.—The plan, I believe, that they adopted, was a modified one of Mr. Laver's, architect.

Q.—When was that plan modified? You say you estimated on a modified plan, you think?

A.—I say I estimated on eight different plans.

Q.—I am speaking of the plan that was adopted by the Commission. You were employed to make an estimate on that plan, I understood you to say?

A.—I was employed to make an estimate on eight different plans.

Q.—I asked what was the amount of your estimate upon the plan that was adopted?

A.—I think it was one million five hundred thousand dollars, or about that—a million and a half.

Q.—When did you make that estimate?

A.—I don't recollect the date now. It was when they were on exhibition in the building on Post street

Q.—Had there been any modifications made to the plans, at any time, then?

A.—Not that I know of.

Q.—Has there been since, do you know?

A.—I think the chairman gets things a little mixed. Now, let me explain: The plans that were on exhibition first, were very different from what I understand they are building on now.

Q.—I think that the witness is becoming mixed. I ask you if you estimated the plans that were on exhibition at the Mechanics' Pavilion?

A.—I did.

Q.—You said you did, and that it was one million five hundred thousand dollars.

A.—It was more than that—the original plan—I don't recollect how much, now.

Q.—How much was that estimate on the original plan?

A.—I don't recollect, now.

Q.—As near as you can recollect?

A.—I could not give it exactly; I should think it was something like three million dollars—something like that, the original one.

Q.—Have you made an estimate on that plan since that time?

A.—No, sir, not on that.

Q.—On the modified plan?

A.—On the modified plan? I suggested to reduce that plan in such a way that it could be got under or within the appropriation.

Q.—Who made that reduction?

A.—It was made by the Commissioners.

Q.—State what you did in that connection. What were your modifications?

A.—Well, I cut off the towers, the Mansard roof, two wings, fronting on McAllister street; reduced the height of the stairs, reduced the width of the hall, making, of course, considerable less cubic feet in the building; took off all the ornamentation in the building—statuary and everything of that kind—and made the building much cheaper.

Q.—And then you made an estimate on that?

A.—Made an estimate on that, of course; that is what I thought you were becoming mixed about.

Q.—What was that estimate?

A.—Somewhere about one million five hundred thousand dollars; not far from that; I don't recollect the exact amount.

Q.—Will you state to the committee the class of material you estimated to put into that building?

A.—I calculated to complete the foundation of stone, and the superstructure of brick; and some brick walls, and some wooden partitions in the place of brick walls; I cannot call to mind exactly where they were now—the partitions.

Q.—Did you estimate for concrete?

A.—No, sir; no concrete; I estimated by measurement of the piece for a foundation of stone; I have no experience in concrete.

Q.—Do you know the cost of concrete as put down?

A.—I don't; I think I have seen it in the papers, but I don't recollect.

Q.—Do you know the quantity?

A.—No, I do not.

Q.—Did you, in making your estimate, get in the matter of bonding the building thoroughly with iron?

A.—Certainly.

Q.—Did you estimate for a first class building throughout?

A.—Certainly, a first class building—or the same as a first class building—only the expense was lessened; it would be equally as strong as first class.

Q.—What quality of roof did you estimate for?

A.—I calculated for a tin roof, I think; I will not be certain.

Q.—What quality of glass?

A.—Well, ordinary glass—not plate glass; we generally put in large windows of — crystal; I don't think I went into details as to exactly the kinds of glass.

Q.—Did you estimate for wooden floors?

A.—Wooden floors.

Q.—Joists and floors?

A.—Yes, sir; I believe that is what it called for; I think it called for that.

Q.—Cannot fireproof floors be put in, in your opinion, in accordance with the plans as now drawn?

A.—Of course; they can put in brick or iron in place of wood.

Q.—What do you mean by the plan calling for wooden floors?

A.—I think that is; it is not upon the plan, for joists and flooring.

Q.—Do you know that to be the case?

A.—I don't recollect now; I never saw the specifications; I took it for granted that was to be.

Q.—Do you know whether there are any specifications or not?

A.—I suppose there are; I never saw any general specifications accompanying the plans.

Q.—Any builder, I suppose, would suppose that to be the case.

A.—Exactly.

Q.—Did you in making your estimate take into consideration the use of cement in the brick wall?

A.—Certainly; that is usual—to use cement; I never made out any detailed plan; but the kind of material that would be used ordinarily in such a building.

Q.—What is your opinion that that building would cost per cubic foot?

A.—The way it was modified?

Q.—Yes.

A.—Twenty-five cents; I would contract to do it to-day, upon the modified plan which I handed in, for one million five hundred thousand dollars.

*Mr. Canavan*—What is that answer?

A.—I would contract to do it, and I would like the job to erect that building for one million five hundred thousand dollars in accordance with the modified plan I estimated on; I stated that it could be built for that; I am a builder, and I would have no hesitation in taking that job.

*Chairman*—Do you think that class of building was contemplated when those plans were adopted?

A.—I don't know, sir; I never saw the specifications, the form of instructions in regard to it; I don't know what they are required to do.

Q.—You never saw the printed instructions to the competing architects.

A.—I don't think I ever saw them, not to my recollection, unless I might have read them in the daily papers, I don't recollect about that;

probably if they were there I might have read them, but I don't remember.

Q.—Is it not a fact that without specifications it is almost impossible for any two practical men to estimate alike?

A.—Well, they would estimate, of course, what was the usual kind of material and labor; they would come very near; I don't suppose their bills would come in exactly alike, that is not likely.

Q.—Without specifications would they not be apt to vary very largely?

A.—Certainly, they would be apt to vary; I believe you will corroborate that yourself. We are often called upon to estimate upon a plan when we have had no specifications; I have made an estimate with you and we differed very much in regard to material.

*Chairman*—I would say in that connection that I have never been called upon, and I would not risk reputation so far as to make an estimate without any specifications.

*The Witness*—With all due respect to the Chairman, I would say that I have frequently done so, and so have many others.

Q.—You made an estimate for the State Normal School Commissioners, did you not?

A.—I believe I made an approximate estimate upon that also. It didn't take me but a few hours.

Q.—Your estimate upon that was two hundred thousand dollars?

A.—I made an estimate at two hundred and twenty-five thousand dollars, and it came so high that I sat down and reduced it to a very low rate per foot, and got it down to two hundred thousand dollars, and that was the report I made to the Superintendent, Mr. Fitzgerald.

Q.—Do you know that that building has cost that amount already?

A.—I don't know anything about it.

*Mr. Aldrich*—I will suggest that we keep right to this matter we are investigating.

*Chairman*—I confess it is a little outside; but I want to test the witness' qualifications to make an estimate of this building.

*Mr. Aldrich*—Mr. King is pretty well known in this community.

*Chairman*—Have you seen the character and quality of the work that is being done on the City Hall?

A.—I have never seen it; I have never been there since it was commenced.

Q.—Can you tell the committee the difference in cost of building a rubble wall from sheet quarry stone, from that of rubble quarry?

A.—No. I don't know as I can tell about that. Sheet quarry is supposed to be nearer dimension stone than rubble. Of course, there is a difference in handling, and you can build a rubble wall with it, but the stone would cost more in the first place.

Q.—You state I you didn't estimate for concrete?

A.—No, sir; I knew nothing about it. I didn't think it necessary to concrete in anyway, except—

Q.—(interrupting)—Do you think it necessary to put it down as it has been put down?

A.—I don't know what has been done. One reason would be, that it would be good to keep out dampness. As to the way they are using that kind of stone, I think about the stone that they have there is better than stones of that shape. It is not dimension stone, I believe; but all I know about it is seeing it on the cars.

*Mr. Canavan*—You never seen them as they are put down?

A.—I have never seen them at all. I have been invited to go there



several times. But I had no particular call to go, and didn't go; therefore I have never seen it.

Q.—You stated that you didn't estimate the concrete. Did you deem it necessary to have concrete there?

A.—No; except as to those reasons I have stated—to keep out the dampness, perhaps, from rising in the wall; perhaps it would be good for that. But I don't think it is any better than putting it in the sand. You cannot have a better foundation than solid sand; that is, if it is kept in its place.

Q.—You say it is better to have the concrete under the wall to keep the dampness down?

A.—On account of dampness I think it would be.

Q.—Is it an improvement to cover the entire space under the walls?

A.—Certainly; in that respect I think it would be an improvement. The space between the walls; the footings of the walls, you mean?

Q.—I mean all the spaces between the walls; in the rooms?

A.—No; I don't consider that it would do any good there particularly, unless it could keep the dampness out of that area.

Q.—Would it be a detriment?

A.—No; I don't know that it would. It might keep the dampness out.

Q.—Do you know if the Commissioners adopted your modified plan?

A.—I don't. I never have seen it—never have seen the plan since. I supposed of course the architect had remodeled it somewhat to build by. Of course I have never seen that.

Q.—What compensation did you get for that?

A.—For which?

Q.—Modifying the plans?

A.—I only got two hundred and fifty dollars for what I did. I didn't alter the plans, mind you; I only suggested what might be done.

Q.—Well, your estimate, as based upon the modified plan as you suggested; is that it?

A.—Yes, sir; that is, leaving off the wings, like those on McAllister street, reducing the height of the building, taking off the Mansard roof, and the towers and statuary, and everything like ornamentation; making it a plain building, more like the Capitol. I saw the outside of that once, and it is plain; nothing very ornamental there. This will be something like it.

*Mr. Aldrich*—What class of buildings do you mean by first class?

A.—Well; to be first class as far as they go; as far as strength is concerned; material and workmanship.

Q.—In your estimate, did you calculate on the Hall of Records at all?

A.—Yes, sir.

Q.—What did you calculate there for floors and roofs?

A.—That was to be entirely fireproof.

Q.—Did your estimate cover that?

A.—Yes, sir.

Q.—Twenty-five cents a foot covered that?

A.—No; I think it was thirty cents. I think so. That can be ascertained by the report I made; whatever I reported to them at that time.

Q.—You think you estimated that at thirty cents?

A.—Yes, sir.

*The Chairman*—Do you know what the Merchants' Exchange cost?

A.—I don't.

*Mr. Aldrich*—You didn't take into account at all any concrete in the foundation?

A.—No, sir; I didn't give that any attention, because I didn't think it would cost any more. I can't recollect that anything was said about concrete; but I don't think it would cost any more for concrete than stone. The expense might differ a little, but I don't think the difference would be a great deal. That is, I don't think it would be difference enough to talk about.

Q.—Can you tell what you estimated the foundations at? We have an idea given to us as to about what the foundation will cost, a certain number of feet high?

A.—Well, I didn't make any estimation for that. I didn't go into detail as to how much it would cost for a solid wall per foot, or anything of the kind. I didn't measure it, but took it by the cubic feet. The Commissioners were in a hurry to have it done, and there were eight plans to estimate. I think it took about a month before I got through the figures to estimate what they could be built for on the plans and specifications.

The witness here read from the minutes of the Commission, the report made by himself and Mr. Johnston as to the estimated cost, as follows:

## ESTIMATE OF COST BY EXPERTS JOHNSTON AND KING.

97

MAIN BUILDING.				HALL OF RECORDS.				TOTAL COST.	
	Cubic Feet.	Amount.	Excess.	Cubic Feet	Rate.	Amount.	Excess.	Amount.	Excess.
* Expts									
* *									
J.....	"Globe and Flag."								
K.....	8,015,790	\$2,404,337 00	\$400,742 50	547,846	40 Cts.	\$219,138 40	\$55,024 60	\$2,623,875 40	\$455,767 10
J.....	8,019,998	2,003,994 50		547,046		164,113 80		2,108,108 30	
J.....	"Sunlight."								
K.....	6,352,208	1,905,662 40	317,560 40	548,866	"	219,542 40	54,885 60	2,125,204 80	372,464 00
J.....	6,352,408	1,588,102 00		548,456		164,656 80		1,752,758 80	
J.....	"Dextra Fideque."								
K.....	8,099,768	2,429,935 80	153,499 30	696,616	"	278,646 40	69,661 60	2,708,852 20	223,160 90
J.....	8,099,986	2,276,436 50		696,616	"	208,984 80		2,485,421 30	
J.....	"Omega."								
K.....	7,999,760	2,399,928 00	253,388 00	696,616	"	278,646 40	58,213 00	2,678,574 40	311,601 00
J.....	8,586,080	2,146,540 00		734,778		220,433 40		2,366,973 40	
J.....	"Eureka."								
K.....	8,071,498	2,421,449 40	403,495 40	769,488	"	307,795 20	79,948 80	2,729,244 60	483,444 20
J.....	8,071,816	2,017,954 00		769,488		227,846 40		2,245,800 40	
J.....	"Quidnunc."								
K.....	6,790,834	2,037,250 20		943,360	"	377,344 00	94,336 00	2,414,594 20	94,096 00
J.....	6,791,634	2,037,490 20	240 00	943,360		283,008 00		2,320,498 20	
J.....	"Giotto."								
K.....	11,251,008	3,375,302 40	567,432 40	1,003,520	"	401,408 00	96,944 00	3,776,710 40	664,376 40
J.....	11,231,480	2,807,870 00		1,014,880		304,464 00		3,112,334 00	
J.....	"Ne Vile Fano."								
K.....	10,498,694	3,149,608 20		1,188,588	"	475,435 20	118,858 80	3,625,043 40	115,587 00
J.....	10,509,600	3,152,880 00	3,271 80	1,188,588		356,576 40		3,509,456 40	

Sunlight's  
Estimate:  
4,431,576 ft.;  
\$1,477,264.

Police  
Court:  
1,005,760 ft.;  
\$251,000

ESTIMATE OF COST BY EXPERTS JOHNSTON AND KING—*Continued.*

## "NE VILLE FANO."

693,750 feet deducted for halls, reduced five feet in width.	
2,429,368 feet deducted for omitting two wings on McAllister street front.	
231,022 feet deducted for leaving off all towers.	
1,841,120 feet deducted for leaving off Mansard roof.	
210,778 feet deducted for reducing height of main building two feet.	
<u>5,506,038 feet.</u>	
5,573,288 feet at twenty-five cents.....	\$1,393,322
829,440 feet at thirty cents.....	248,832
	<u>\$1,642,154</u>
5,573,288 feet at twenty cents.....	\$1,114,657 60
829,440 feet at thirty cents.....	248,832 00
	<u>\$1,363,489 60</u>

Omitted—All towers above roof; Mansard roof; two wings on McAllister street.

## "EUREKA."

Main building, leaving off towers and Mansard roof, reduced to 6,451,428 feet....	\$1,612,857
Add Hall of Records.....	181,641
	<u>\$1,794,498</u>
Leave out Assembly Hall.....	62,624
	<u>\$1,731,874</u>
Leave out McAllister street wing.....	546,644
	<u>\$1,185,230</u>
Add a portion of wing, say Tax Collector's and Assessor's office.....	223,860
	<u>\$1,409,090</u>
Main building (towers and roof only deducted), 6,451,428 feet, at twenty cents	\$1,290,285 60
— feet at 30 cents.....	181,641 00
	<u>\$1,471,926 60</u>

Witness—I find it overruns what I said. I didn't recollect exactly.

Mr. Canavan—There is an average estimate a little less than one million five hundred thousand dollars.

Mr. Aldrich—Of course the foundation of the tower is not estimated?

A.—The foundation would be there of course. We didn't alter that. With this building they can go on any time they see fit, and add on the two wings again, and put the towers on and the Mansard roof, if they want to. It will make no difference nor alter the shape of the foundation at all. As I said before, I don't know how they are building it—whether they have changed that plan or not. I have never seen it.

Q.—You figured on what you considered a permanent and durable building?

A.—Certainly.

Mr. Canavan—You are a builder by profession?

A.—Yes, sir.

Q.—You have retired from the business?

A.—I have retired from the business, I believe, now.

Q.—You built the Bank of California?

A.—Well, I have only done the carpenter work for that.

Q.—Did you build the Occidental Hotel?

A.—I built a portion—this second extension. I didn't build the first portion, but I built the second on the Montgomery street front, and I superintended the balance of it. I built the last; that runs to Sutter street.

Q.—You have built other buildings in San Francisco?

A.—Yes, sir.

Q.—You examined these plans and specifications carefully?

A.—Yes, sir; those eight plans.

Q.—Did you know any architects or authors of the plans and drawings at the time?

A.—No, sir; I didn't know who they were, and I didn't want to know. I tried to refrain from that. It was a disagreeable business for me any way, and I didn't want anything to do with it.

*Chairman*—Did you know the authors of the various plans?

A.—No, sir; none of them. I found out before I got through whose plans some were, because some came and told me.

Q.—Can't you tell by a glance of the eye the work of some of the architects in this city?

A.—No, sir, I could not; I thought I could then; I went in and took particular pains to select the plans that I supposed belonged to certain men and I didn't make a hit on any one.

*Chairman*—I think I could tell.

*Mr. Canavan*—How long did it take to examine the plans and drawings?

A.—Somewhere about a month; a little more than that, I think.

Q.—Did you adopt the usual way of estimating the cost?

A.—Well, in approximating I did for my way; I don't know what way others may have.

Q.—I think you said you would undertake to contract to build the work in accordance with the modified plan for one million five hundred thousand dollars.

A.—Yes, sir.

*Chairman*—The modification of Mr. King?

*Mr. Canavan*—That is what we have taken, as I testified; we took off what Mr. King suggested; the Mansard roof, the towers and wings, and we have not laid concrete for the wings.

*Chairman*—I think you said that concrete could be furnished or stone put there at about the same cost?

A.—Yes, sir; or I would not object to building with brick right down in the sand.

Q.—Brick or stone?

A.—Brick or stone.

Q.—The difference in cost would be very little?

A.—Not a great deal, I think; if anything, stone would cost the most, a little. The first or second addition of the Occidental is built with stone foundation, and the third, or last, is built with brick laid on the sand, and it is perfectly solid. You cannot compress it any more than you can water, and it cannot get away. The reason I say I would not

require it in this, is because it is so far from the street, or sewer, I don't see any chance for a slide.

Q.—Then you say it would cost about the same thing?

A.—No; I won't say, positively, in regard to that; because I have no experience in laying concrete. I don't know any building in this city where the foundation is so laid, with the exception of the Mint. There may be others, but I don't recollect. No building I had anything to do with had a concrete foundation.

Q.—You don't know but that a stone foundation costs more than concrete? Now, do you not believe it would?

A.—I don't think it would; not that kind of rubble stone wall.

Q.—Wouldn't the concrete have this advantage of keeping out dampness?

A.—I said before that it would.

Q.—How many plans were exhibited there that would admit of such a modification as to bring the amount within the sum named by the Legislature?

A.—I don't think there was any. The reason why you could reduce this by cutting off its wings was, that there were assembly rooms, for instance, and extra Court rooms that could be dispensed with in this plan, and I don't think there was in any of the others.

Q.—This plan could be modified without marring the symmetry, utility, and stability of the building?

A.—Yes, sir; cutting off the wings didn't destroy the architecture of the building.

Q.—Nor its stability?

A.—No, certainly not. Because it left the same foundation it had before, except that it didn't cover so much space.

Q.—You have not seen the stone as it is being put down at present?

A.—No, sir. I have not been near the concern, or seen it. I saw the notice of "No Admittance," and I didn't attempt to go in.

Q.—Don't you believe that with cement the wall is as well bedded as if laid in sand?

A.—They are not so apt to lay that irregular shaped rock down on a smooth surface—they don't get the crevices filled as well.

Q.—But if they are well shaped stones?

A.—Well, of course, if you have to bed them, you can lay it down on anything with a bed of mortar.

Q.—Did anybody ever give you a pamphlet relating to this matter of investigation, or, at least, to certain charges made against the Commissioners, signed, "Pro Bono Publico?"

A.—Yes, sir.

Q.—Who handed it to you?

A.—Mr. Numan, builder.

Q.—Edward Numan?

A.—Yes, sir.

Q.—Was he distributing it?

A.—No; he told me he was not distributing it. He handed it to me in a kind of joking, casual way, and said: "I hear they are giving you the devil," or something like that. I asked what it was, and he handed me that pamphlet. I saw it criticised me pretty severely. He wanted me to reply to it through the papers. I told him if anybody made a communication and signed it, and published it in the papers, it would be time enough for me to reply; and I considered this an anonymous communication, and I should take no notice of it.

Q.—But if a responsible person had signed his name, you would have noticed it?

A.—Yes, sir.

Q.—Did Mr. Nunan have many of these in his possession?

A.—Well, he had a number. I didn't open any more, of course. I should think he had half a dozen. I know I gave that one away, and went to him for a second one and he gave it to me. Then he made the remark that he was not distributing them, and wanted me to understand that. I don't know where it came from, or who wrote it, or anything about it.

Q.—Are you a candidate for the position of Commissioner on the proposed Board of Public Works?

A.—No, sir.

Q.—Have you ever heard your name mentioned in that connection?

A.—I have several times. I understood it was in the paper the other day. I didn't see it, however. Parties have spoken to me.

Q.—By whom have you heard that your name was mentioned as a Commissioner of the Board of Public Works?

A.—Well, I heard several.

Q.—Will you name some of them?

A.—I think Mr. McCullough, the Chairman, mentioned it to me one day. I think he asked me one day, or said: "You are a candidate," or something to that effect. I told him no, I was not a candidate: that my name had been used without my knowledge.

*Chairman*—I will state that several had spoken to me, as I am a member, in his favor, and I asked him if he was a candidate for that position. He said: "No." That is all that passed.

*Mr. Aldrich* objected to this line of inquiry as irrelevant.

*Chairman*—I hope Mr. Canavan will bring all of this out. I don't wish to be implicated in any way.

*Mr. Canavan*—Be good enough to state the substance of that conversation?

A.—Well, I don't know. It appears to me that that is rather a private affair between Mr. McCullough and me. There was no privacy about it. It was a remark—a certain remark. I don't think it has anything to do with this case.

Q.—Was there anything confidential about it?

A.—No. It was merely a casual remark. We spoke about it as others did the same thing.

Q.—Be good enough to tell us what it was?

A.—Well, he asked me if I was a candidate? I told him "No." He spoke of my name having been used; or that parties had spoken to him. I don't know whether he mentioned any one, or said he had heard of it. I don't recollect.

Q.—Did he tell you, or ask you, in case you would be appointed a Commissioner, that it would be necessary to know what architect you would appoint?

A.—Yes; he did say something about that. He did say that.

*Chairman*—What is that?

*Mr. Canavan*—He says that you told him, in case he was appointed Commissioner, it would be necessary for you and others to know what architect the Board of Public Works would nominate or appoint.

*Chairman*—I deny asking any such question.

*Mr. Canavan*—Mr. King swears you did.

*Witness*—No, I have not said that yet. That question has not been asked me.

*Chairman*—Everything I said I am perfectly willing should come out.

*Mr. Canavan*—Of course. Please tell us.

*Witness*—Ask your question and I will answer it. But I have not said that yet.

*Mr. Canavan*—Was anything said about the architect?

A.—Mr. McCullough asked me whom I would be in favor of, I think—I cannot remember the exact words—who I would be in favor of for architect of the Board. I told him I didn't know; but if I should happen to be appointed upon that Board anywhere, or where it would come within our jurisdiction to appoint an architect, I had no particular one in view, or had no favoritism—something like that. He didn't say he should want me to vote for any one in particular, or anything of that kind that I recollect of. I know he did not.

*Chairman*—I would state here for the information of the committee, and also every one present, that before I vote for any member of that Board, I shall wish to know of his qualifications for judging of the qualifications of an architect to be selected by that Board.

*Witness*—I took it that one reason why he asked the question was that he thought I might have some particular favorite, and if so, he would like to know it; I did not think there was anything wrong at the time in his asking the question—in appointing a man he would naturally like to know—I should, certainly.

*Mr. Aldrich*—We have no interest in this matter whatever; it may be interesting to you and Mr. Chairman, or Mr. Canavan, but I submit we have nothing to do with it.

*Chairman*—It is a public matter; I have nothing to conceal about it; I have got a duty to perform, and I shall perform it.

*Witness*—So far as that appointment is concerned, I could not accept the position; if I did, I would have to resign; I could not hold it, and I have no desire to.

Here the committee took a recess until half-past one o'clock.

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## TESTIMONY OF PATRICK CREIGHTON.

PATRICK CREIGHTON called, sworn, and examined:

*Chairman*—Do you reside in this city?

Answer—Yes, sir.

Question—What is your occupation?

A.—Street contractor; and I have been overseer for the Government on Alcatraz Island, for some time.

Q.—Are you familiar with concrete work—laying concrete work?

A.—That was my business on the Island, sir—superintending concrete.

Q.—How long were you employed there?

A.—Eight months.

Q.—Have you seen or examined the concrete in the new City Hall work?



A.—I saw them making it once; and I went again, and I would not be allowed to enter; they had a keeper at the gate, and would not allow me in.

Q.—In what respect does it differ from that that is used by the Government?

A.—In the manner of preparing it to put it down; and in making the concrete for the Government, we had to clean the stone and screen them all before they were mixed up; it ought to be screened. I was instructed by Captain Elliott not to allow any clay to go in with the concrete—that it would affect the strength of the concrete.

Q.—Now, what you saw of the work at the City Hall, was it done as you would do the work?

A.—No, sir.

Q.—In what respect does it differ?

A.—Well, it would not mix properly, to answer that, and there was too much clay, too much dirt mixed with the stone.

Q.—How did the workmen on the Government work lay the concrete for Government buildings?

A.—We lay it in about six-inch layers in thickness, and ram it down after it is laid.

Q.—How long experience have you had in working the concrete?

A.—Eight months that I was at work at Alcatraz under instructions from Captain Elliott, or Major Elliott, of the engineer department.

Q.—From the experience you have had in concrete work, can you give an opinion of the concrete work at the City Hall, as to the quality of the work now being done?

A.—It is from the experience I had with the Government that I founded the bid I proposed for this work; I calculated to make the concrete as we made it for the Government, to build this foundation with.

Q.—Have you had any experience in stone work?

A.—No, I never had in stone work, I never done any stone work.

Q.—What amount of cement is used, in Government work, to a square foot of concrete?

A.—Well, that was less there; a barrel of cement made about thirty-two feet; for the Government used lime mortar and beach gravel and stone, mixed with broken stone, and a barrel made about thirty-two feet of concrete.

Q.—What kind of cement did you use?

A.—Both Rosedale and Benicia.

Q.—Which is considered best?

A.—The Rosedale cement was the best; that was considered the best. Benicia cement had to be worked very quick, and we had to work very fast in mixing and turning it.

*Mr. Aldrich*—I would like to ask, in using Benicia cement would it do to tamp?

A.—We did; we always rammed it.

Q.—Wasn't one objection to that because it set too quick for tamping?

A.—I never was allowed to set any cement without having to ram it—Benicia or Rosedale. But we had need to work Benicia cement a great deal quicker than we had the other.

*Mr. Canavan*—How long have you been in the concrete business?

A.—Eight months for the Government at Alcatraz Island. That is all, sir.

Q.—You were the working Superintendent there?

- A.—I was Superintendent.  
 Q.—What was the concrete made there for?  
 A.—Foundations for batteries to strengthen the parapet wall.  
 Q.—Foundations for guns—and heavy guns?  
 A.—Yes; heavy guns.  
 Q.—Where a hair's breadth of variation would throw a gun out of plumb, would it not?  
 A.—I believe so.  
 Q.—Pretty fine work was done there?  
 A.—Yes, sir; I believe so.  
 Q.—It is not a rough concrete like ours at all?  
 A.—No; that was fine gravel and broken stone.  
 Q.—The very finest?  
 A.—Yes, sir.  
 Q.—Have you any experience in putting in rough concrete foundations for buildings?  
 A.—No, sir.  
 Q.—You have no experience at all in that?  
 A.—No, sir.  
 Q.—Then you are not a competent witness to speak upon that concrete? You don't consider yourself competent?  
 A.—I consider myself capable to make a concrete according to specifications.  
 Q.—But you don't consider yourself competent in regard to rough concrete? You have have no experience?  
 A.—No experience.  
 Q.—You have no experience of that kind?  
 A.—That is all the concrete I ever built.  
 Q.—You have no experience in this kind of work?  
 A.—I don't know what kind it is; the specifications called for first class.  
 Q.—You had no experience in such concrete as goes under large buildings? Have you had any experience of that kind?  
 A.—I never built any concrete, except on the island.  
 Q.—What proportions of materials did you use in the concrete there under your superintending officer?  
 A.—Well, we used about twenty of fine gravel—beach gravel.  
 Q.—Twenty cubic feet?  
 A.—Yes, sir. I think about twenty feet to eighty feet of broken stone; I am not sure. It was twenty or eighteen.  
 Q.—You are not perfectly sure of the proportions?  
 A.—No; not now.

### TESTIMONY OF LORENZO D. SAWYER.

LORENZO D. SAWYER, called, sworn, and examined.

*The Chairman*—What conversation have you had, if any, with the Commissioners in relation to the City Hall?

A.—Well, the only conversation I have ever had was with regard to suggestions in relation to the plan before the specifications were drawn.

I believe the Commissioners employed some architects to assist them—Mr. Williams, I think, and Mr. Wright; and there was some suggestion made that provision should be made for the National Courts as well as the State Courts, if it could be done, as the Government had no building here and was obliged to pay rent, and I suggested that it was desirable to have the Courts as near together as convenient. I had no authority, however, I stated, to make any engagement upon the subject; but in all probability they would require additional accommodations for the State Courts hereafter, and any extra provision they might make for the United States Courts at this time might be wanted for State Courts when the districts should be increased as the city enlarged, and they required an additional number of Courts. And with reference to that idea the architects called upon me to see what suggestions I had to make with reference to building, or with reference to providing these extra rooms. They requested me to make some general suggestions that would be useful to them in the preparation of their specifications. This was before any notice was given. I had a conversation with the architects upon that subject, and I suggested, among other things, that the first and great consideration in my judgment in this city was to so arrange their building that there should be an abundance of sunlight and air; direct sunlight. I suggested that according to my experience I had never been in any place where I thought sunlight and air were of so much consequence as in this city; and in these rooms, to be kept for public offices, I thought it a matter of the first consideration, that the building should be so arranged as to give the greatest possible amount of direct sunlight and air. Then I made a suggestion also with reference to the Court rooms, as to how light should enter the rooms so as to furnish the most desirable light, and at the same time to be the most convenient for the occupants of the room. I made a further suggestion as to the character of rooms that would be required by them for the State Courts and the national Courts, if they should conclude to accommodate them for the time being. I stated to them that I had had some experience, having occupied the position of District Judge in the City of San Francisco for the Twelfth District; and in the room I occupied there were many inconveniences; and I made such suggestions as my experience had suggested to me upon those points. I also suggested the number of rooms that would be required for the national Courts, in case they should conclude to accommodate them. They took this memorandum. I don't recollect that I had any further conversation after that until the plans were presented and placed in the rooms at the Mechanics' Pavilion for exhibition, and I believe tickets were issued to certain prominent citizens, inviting them to come and inspect them. Among others I received a ticket, and I went frequently and studied the various plans. The only other conversation I had in regard to these matters was to make a suggestion as to which of the plans in my view was best adapted to the purposes for which the building was designed.

Q.—Were these suggestions made to the architect, Mr. Laver?

A.—I never saw Mr. Laver to this day. He is a stranger to me. I never heard of him until after his bid was accepted; never made his acquaintance; never saw him. These suggestions were made before the advertisements for plans were made. They were made to those architects who were employed to assist the Commissioners in drawing their specifications to submit to the competition of architects. The architect

whose plans were adopted was an entire stranger to me. I never heard his name even until after the plan was accepted; and never met him to this day. I don't know him personally now. I simply know him by name.

Q.—I didn't hear your statement. I thought you had reference to the modification of the plans after they were adopted.

A.—No, sir; this was prior to the proposals to architects to compete in furnishing the plans. I have had no conversations, I think, with reference to the modifications of the plans since the general design was adopted. I believe I understand—I don't know that this is correct—that they have omitted the accommodations for the National Courts entirely. I don't know whether that is so or not. I don't think I have had any conversation with the Commissioners since they awarded the plan. If I did, I don't recollect it. I may possibly have had some slight conversation; but if so, I don't remember it now. I think my conversations were all prior to the adoption of the plan that was finally adopted. It may be that I have seen one of the Commissioners, and he has stated to me that they have omitted the accommodations for the National Courts. If so, that is about the substance of it, I think. If I have had any conversation, if it were suggested to me, I could probably recollect it.

*Mr. Canavan*—You have had none with me.

*Witness*—I studied the plans as presented very frequently, and studied them carefully; but, for some reason, I never saw the Commissioners there. I saw the Secretary, and I saw some of the Commissioners in the streets, and suggested the plans that I preferred; those plans that embodied the principal essential, or ideas that I thought essential, in a building of this character. I certainly expressed my views to the Secretary; and I think likely to the Commissioners, some of them, in the street, and indicated my idea as to which embodied the most of the elements desirable in a building of that kind. I had a very decided opinion upon that subject, after careful study, and I think, I am sure, I communicated my idea to the Secretary of the Board of Commissioners; but if so, it was when I met them in the street.

Q.—In arriving at the conclusion, did you take into consideration the cost of the material at all?

A.—I knew nothing about the cost; I don't think my own judgment would be good on that, because I knew nothing about it; it would be a very wild estimate, but I don't think that any plans at all eligible could be built for one million five hundred thousand dollars, though I knew nothing about that; I never knew a public building to be built for anything like the estimated cost; and I don't think any of those plans at all eligible, could be built for one million five hundred thousand dollars. As I said before, my judgment is not of the slightest consequence on that point; I made no estimate, and would not be capable of making an estimate if I should have attempted it; it is not in my line at all; I thought I knew something about what was wanted, and to that extent I expressed my opinion.

*Mr. Canavan*—Do you remember coming to the Commissioners' office, over Kelly & Donahue's building, with Judge Dwinelle and J. P. Hoge?

A.—I do, yes, sir; before the instructions; I remember it very well.

Q.—You kindly assisted us?

A.—Yes; so far as any suggestions were made to my mind, I made them.

Q.—In reference to the size of the Courts and the auditorium?

A.—Yes, sir; I made suggestions upon every point I thought myself competent to pass judgment upon at that time.

Q.—You recollect, also, that the Commissioners sent you, with many other respectable citizens, amateurs, and experts, tickets to examine the plans?

A.—I do, yes, sir; I went in daily, for a long time.

Q.—Two months, nearly.

A.—Yes, sir; during the time that they were there.

Q.—Two or three months?

A.—I think I received the ticket very soon after the plans were suspended, and went there almost daily until the plans were taken away; examined them thoroughly; selected the first, generally, and then compared the plans I liked best very thoroughly.

Q.—You examined them thoroughly?

A.—I did; I spent many hours there.

Q.—You saw, of course, the adopted design?

A.—Yes, sir.

Q.—Was the adopted plan arranged with due regard to air and sunlight, which you thought essential?

A.—I think it was; I think in that one particular it was superior to any one of the plans presented. There were two general classes of buildings there in the plans. There were three on the plan of that adopted; a certain general ground plan; that is, a certain general front, and which were very well arranged; one, I think, over the signature of "Sunlight;" one "Eureka," and the other signature "Ne Vile Fano," I think the one finally adopted. Those were all well arranged for these essential particulars. As to these three, after careful examination, I came to the conclusion that the one under the signature of "Ne Vile Fano" was the best—corresponded to the views I entertained. There was another class with another different ground plan. There were three or four of those that attracted my attention. There was one, I am not positive of the motto, I think "Dextra Fideque," that struck me as the best on that plan. But aside from these essential qualities of direct sunlight and air; I thought that was the best worked out in detail of any one in the whole set; displayed a high form and degree of skill and judgment; and that in the arrangement for convenience and comfort, aptness, and everything of that kind. The only fault I found with that was the direct want of sunlight and air. There were a number of cards there, and I saw several plans showing how the light would strike; the angles it would come at different hours of the day; but after all, from my experience, notwithstanding in theory there appeared an abundance of sunlight and air, yet they were lacking of that direct unobstructed admission of the rays of the sun, which I thought essential in a building of this kind in this city. Of course, in all of these there would be some change I would suggest in the location of some of the different offices, but as a whole that particular plan I thought admirable generally, for convenience; that is, the "Dextra Fideque" plan.

Q.—You think the "Ne Vile Fano" plan preferable for air and sunlight?

A.—I thought that presented those features in the most perfect and eminent degree, and I thought that very essential and desirable.

Q.—Do you think the plan adopted was more suitable for a design than those made on a square location?

A.—I thought so. If any one doubts the desirability of sunlight, unobstructed by cloud, let him go in any month of the year in San Francisco into the law library and undertake to go through a month in that room without fire, or with all the fire they can build in the fire-places at either end, and you will see the necessity. Let them spend a month with all the fire they can build. That has a large number of windows on two stories and a large open court south of it, but after all it is cold, cheerless, and uncomfortable in the room. I think that anybody who will spend a month there, though he may pick out the warmest month in the year, will be satisfied of the importance of that feature in a public building of this character. That is a room very well exposed for a room fronting on an open court, and the court is a broad one and two stories of windows in it. Any one who has occupied an office upon the north side of a building in a narrow street in this city will be able to judge of the importance of that feature also.

Q.—From your examination of the plans and designs did the Commissioners seem desirous of adopting the very best plans?

A.—I think so, as well as I could judge.

Q.—You spent some hours every day during those three months?

A.—Some time nearly every day; I either stopped there as I went up in the morning—residing a little way off, on Sutter street—or visited during the day; I would go down and stop there as I was going to the library, almost every day during the time the plans were suspended.

Q.—Your opinion was that the “Ne Vile Fano” was the best plan?

A.—Yes, sir, I thought so; I had no possible interest in it; I thought it embraced all the features, as I said before; if it were not for that particular essential element of direct sunlight from the unobstructed rays of the sun, directly upon the rooms, in as many rooms as possible, the “Dextra Fideque” was, perhaps, the most complete and thoroughly worked out; aside from that one essential feature, the plan called “Sunlight” had very many excellent features, particularly as to light and air, and other excellent features; I saw, also, the one entitled “Eureka;” these were on the general ground plan, the same as the one adopted, that is, they adopted that particular, peculiar frontage which enabled them to get the direct rays of the sun in a greater number of rooms than those of the other general plan.

Q.—Have you conversed with the Commissioners since the award?

A.—I don’t recollect that I have seen any of them; I don’t know that I have.

Q.—In your examination of those plans did you examine the plans that refer to the accommodation of city officers as well as Courts?

A.—I did, yes, sir; I examined particularly with reference to the accommodation of every officer, from the highest down, very carefully; as I said before, there is none of the plans probably, but what I should suggest some changes, though, perhaps, they might not be improvements, but changes in some particular; I am now speaking of the general plan.

Q.—If the wings containing the United States Court rooms were struck off how then would it compare with the other plans?

A.—I should prefer it if it could be built for the same money.

## TESTIMONY OF SAMUEL H. DWINELLE.

SAMUEL H. DWINELLE called, sworn, and examined:

*Chairman*—What is your occupation?

*Answer*—I am a lawyer by profession.

*Question*—You are Judge of one of the District Courts?

*A.*—I am Judge of the Fifteenth District Court.

*Q.*—Please state to the committee the substance of the conversation you had with the City Hall Commissioners, if any, upon the merits of the various plans that were before them for adoption.

*A.*—I could not give it in detail.

*Q.*—The substance of it?

*A.*—Well, the substance was this: I was called upon by one or two members to call and look at the plans in reference to the locality of the Court rooms, and the different offices connected with the Courts—the library room, the Judges rooms—in reference to the library room and the offices generally, of the city. I gave them my views more particularly in regard to the rooms connected with the Courts—the size of the rooms and the height, with reference to air, and ventilation, and sunlight. I think, on the suggestions that were given by Judge Sawyer and myself, the locations were somewhat changed.

*Mr. Canavan*—You spoke to them before the award of the Commissioners?

*A.*—Yes, sir; I don't think I have had any conversation with them since the contracts were given.

*Q.*—Do you recollect going to the Commissioners' office with Judge Sawyer and Mr. Hoge?

*A.*—Yes, sir; I think we were there on one occasion.

*Q.*—What was your business there?

*A.*—In reference to the library and Court rooms; to examine plans and specifications, and make suggestions as to the rooms—the height of the wall and all that—changes in reference to the location, light, and locality.

*Q.*—Did you ever see the instructions to architects afterwards?

*A.*—Yes, sir.

*Q.*—Did that embody your suggestions?

*A.*—Whether to the full extent or not, I am not prepared to say.

*Q.*—They did so far as the Courts were concerned?

*A.*—Yes, sir.

*Q.*—The Commissioners, in issuing the pamphlet, embodied your suggestions substantially?

*A.*—Yes, sir, in very many particulars; possibly in all; I am not prepared to say as to that.

*Q.*—Did you visit the plans and designs when they were suspended in the Mechanics' Pavilion Hall?

*A.*—Yes, sir.

*Q.*—Did you examine them critically?

*A.*—I did not.

*Q.*—Did you examine them at all?

*A.*—Yes, sir; generally, not particularly; I had a friend with me.

*Q.*—Was your friend a Judge?

*A.*—No, sir.

Q.—I mean a Judge of Courts. Do you think yourself competent to give an opinion upon the subject?

A.—I had rather state facts and let you judge. I have been about Courts and Court rooms since I was fifteen years of age.

Q.—I mean in regard particularly to the "Ne Vile Fano."

A.—I suppose it has adopted our plans; that is the only way to get the most light.

Q.—This "Ne Vile Fano" admitted the greatest amount of air and light?

A.—I thought so.

Q.—Did you not think it the best plan?

A.—I did.

*Chairman*—Did you take into consideration the cost of that plan?

A.—I did not; I don't consider myself competent to judge in regard to those things.

### TESTIMONY OF CALVIN BROWN.

CALVIN BROWN called, sworn, and examined:

*Chairman*—What is your occupation?

Answer—Civil engineer.

Question—Have you had any experience in putting down concrete for buildings?

A.—Considerable.

Q.—Have you seen the concrete as put down by the City Hall Commissioners in the City Hall building?

A.—I have, sir.

Q.—How does that compare with the work that you have done?

A.—It compares very favorably. That is, I call it very fair concrete—as good, perhaps, as I should expect to make myself with materials that I have seen in the vicinity.

Q.—Has your work been confined principally to Government work?

A.—Not altogether.

Q.—Is it necessary that the stone for concrete should be clean?

A.—Of course it always should be clean—very free from any clayey matters, or loomy matters. It is preferable to have it so.

Q.—Did you see the material used by the Commissioners?

A.—I did; yes, sir.

Q.—Was that clean?

A.—I saw some of it that looked a little dusty.

Q.—I will ask your opinion as to the necessity of covering the entire surface of the building with concrete?

A.—A very heavy building, perhaps, like that, I might cover the whole foundation with concrete. Perhaps in the estimation of a good many builders it might not be necessary to cover the whole area.

Q.—Ordinarily, I understand you to say, you would cover the whole foundation?

A.—I think I would; but for a building like that, there are some advantages to be gained by having a solid foundation over the whole surface of the work. It is favorable for alterations you may make.



*Chairman*—Are there any disadvantages?

A.—Nothing but expense, that I can conceive of, in a locality like that.

Q.—For instance, if there are spaces of thirty or forty feet, and the building should settle, would not that belly up?

A.—The way I look upon a bed of concrete is this: generally, I use it to cover a compressible soil, that is, a soil in which the foundation of the building might settle, and the advantages of spreading over the whole area with a good, solid, heavy body of concrete would be that it would prevent, to a certain extent, greater or less, the action or movement of the stratum below.

Q.—It would have that effect if the concrete foundation were placed only under the walls of the building, would it not?

A.—It might; if there was a tendency to settle anywhere, it might in this uncovered space have a chance to rise. So far as the extent of compactness and solidity of the concrete is concerned, to that extent it would have the effect to prevent the movement surrounding the area. It is not absolutely necessary to put concrete over it in that way to support the walls of the building, but, as I understand it, the concrete will have the effect to prevent any lateral movement of the material that might take place. I don't think there is any harm—in fact, I think it is an advantage, on the whole, in such a building as that—to cover over the whole space. That is my opinion of the matter.

Q.—In your opinion, as an engineer, would it be necessary in that building, considering all the circumstances connected with it, to use what is called the Foye patent in binding?

A.—I don't know that I know what the Foye patent is, especially. I believe, as I understand it, it is an arrangement of iron for the purpose of binding the building, so as to obviate the effects of earthquakes. That is what I understand the Foye patent to be.

Q.—In using that, it should be commenced with the commencement of the building, from the concrete up, should it not?

A.—Well, I should prefer to have it throughout the building; but if the foundations were composed of very large stones, perhaps I might dispense with it there, if the masons made good work. I have introduced iron bonds in buildings of my own on this coast, and I have not in all cases considered it necessary to go to the extreme of the foundation.

Q.—Can't you inform the committee the difference in the cost of constructing a rubble wall from stone taken from a sheet quarry and that taken from a boulder quarry?

A.—What I understand by a sheet quarry is, you mean where the stones have a natural base—laminated quarry, like slate.

Q.—Yes, sir.

A.—I think of course it would be much cheaper to build with regular beds, if the stone did not cost more. The labor would be less, of course, with a stone of that sort.

Q.—Would it be any stronger?

A.—I think it would; it would depend a good deal, in this case, upon the strength of the stone; if the slate or sheet quarry stone was weak, I should prefer in that case, probably, the irregular stone to use; but then it might cost considerable for labor in pointing it and giving proper beds to the stone.

Q.—From the experience you have had in using cement, which do you consider the best brand for that class of work?

A.—Well, we have good cement stone here and as good cement in California as I have seen anywhere; I have taken considerable pains in ascertaining the qualities of cement stone by experimenting on them in the way of making cement myself, and I am satisfied that we have a good material in this country for making cement.

Q.—As good as Rosedale, or other brands in the East?

A.—I should say when we consider the deterioration of the voyage in bringing the Eastern cement here, that our cement is the best as a general rule; every engineer and builder who has used cement at all knows the deterioration; the longer it is kept from use after it is manufactured, the greater the deterioration, and frequently with a long voyage around the Horn it would deteriorate the cement considerably; I have seen some Eastern cement that was not fit to use, and I would not use it.

Q.—In putting down a concrete bed for a building of that class would you be particular in having the stone clean and sharp and free from dust?

A.—I should prefer, of course, to have the stone clean and sharp.

Q.—Have you examined the stone called the red rock—the flint red rock in the city?

A.—I have only examined it as I have seen it got out for roads, for macadamized roads; I have used considerable of it for that purpose.

Q.—How does it compare, in your judgment, with Telegraph Hill rock for concrete?

A.—I think I should prefer it.

*Mr. Aldrich*—You speak of that red rock as being preferable to Telegraph Hill rock?

A.—As a general rule, I should think it was; I think I have seen very good stone in Telegraph Hill, however; I have had occasion to use stone from Telegraph Hill—and I have found some there very good stone—stone that I would consider suitable for making concrete.

*Mr. Canavan*—You are a civil engineer of how long experience?

A.—Well, I have been a civil engineer for some thirty-five or thirty-six years.

Q.—You have paid particular attention to the matter of foundations, concretes, and so on?

A.—Yes, sir.

Q.—You have a good reputation, I believe, for great knowledge of these matters?

A.—Well, I don't know what sort of reputation I have. Perhaps it is better than I am worth.

Q.—You saw the concrete and examined it?

A.—Yes, sir.

Q.—You examined the concrete and the material?

A.—I saw the stone there; yes, sir.

Q.—You say that stone you examined was a little dusty?

A.—Yes, sir; a little dusty.

Q.—Was it sufficiently clean to make rough concrete?

A.—I think the concrete was very good indeed, and fully answered the purpose.

Q.—You examined the concrete?

A.—I did. I examined it with a pickaxe.

Q.—Did you get into a hole?

A.—I got into a hole and tried it, and I tried it as I would any concrete, and I was satisfied it was very fair and very good work. I was particularly well satisfied with the action of the cement. The cement

seemed to have set well—hard—and I could find no objection to the concrete used there for that purpose.

Q.—Sand is very compressible, is it not—too compressible a material for a foundation of such a large building as that?

A.—Well, with such sand as that I should not want to risk a building upon it as a foundation without something like the concrete they have there.

Q.—Speaking of quarries, is there any sheet quarry in this country that you know of?

A.—I don't know of any one except granite quarries.

*Mr. Canavan*—There is no such thing in the country.

*Chairman*—Then why did you specify it?

A.—I know of only one outside of the city that might be considered a good quarry; and that is far in the country.

Q.—Would you think it desirable to wash stone for rough foundation in concrete? Would the concrete be stronger?

A.—The cleaner the stone, of course the better we consider the concrete will be in consequence of the addition of the mortar to the stone directly. If there is clay or unctious matter of any kind that adheres to the stone, of course the cement does not adhere so well and the concrete is not so solid. Therefore, to make the best concrete, the stone ought to be clean.

Q.—Did you think the stone there sufficiently clean?

A.—I found the concrete adhered sufficiently. As I remarked before, it seemed to make a very good job of concrete.

Q.—Did you think this concrete ample for the construction of the building upon it?

A.—It seemed to me so, so far as I know the design to be; I think there is no danger of its settling.

Q.—Would not a monolithic slab, as used in this heavy building, distribute the weight equally over the whole area?

A.—It would have that effect.

Q.—Is not that one of the advantages?

A.—As I remarked before, I consider it an advantage.

Q.—And particularly in a sandy location like the one we have to deal with?

A.—Yes, sir.

Q.—Is it as necessary to have as fine concrete for the work we are doing as for fine work for gun carriages?

A.—I make concrete according to the purpose for which I want it; sometimes I make it for very heavy foundations, and then I use coarse stones and even mix it with gravel or sand and whatever hard substances I can use; and then if I am to make concrete for floors I use a finer material, finer than stone, gravel, etc.; and if I am to use it as a material for plastering a building—for plastering is nothing more or less than concrete—it is just according to the circumstance under which concrete is to be used that I manufacture it.

Q.—Just answer my question then. For this purpose for which we are using concrete you think it sufficiently good for that purpose, do you?

A.—I think it is sufficiently good for that purpose.

Q.—What cement do you use there now?

A.—I have been using at Mare Island, Benicia cement.

Q.—In preference to any other; Government allows you to get any you please?

A.—Yes, it was the best I could find.

Q.—You could have found Eastern cement?

A.—I could have found Eastern, but I preferred Benicia.

Q.—There is no limit by the Government for cement as to cost?

A.—Except a reasonable market price. Of course we don't expect to give any more than the market price, though I don't do the purchasing; that is done in this city.

## TESTIMONY OF A. W. VON SCHMIDT.

A. W. VON SCHMIDT called, sworn, and examined:

*Chairman*—What is your occupation?

*Answer*—That of civil engineer.

*Question*—Have you had experience as civil engineer in laying concrete?

A.—Yes, sir, considerable.

Q.—Have you seen the work now being done at the new City Hall building?

A.—I have.

Q.—Have you examined the stone used for that purpose?

A.—Yes, sir.

Q.—Is it such as you would use for a first class job of concrete?

A.—Well, there are different classes of concrete as well as other work; if I had a harder stone I would prefer to use it; but this stone is a very fair stone for that kind of work—foundation work—and where it is to be dry, and not subject to water, I consider it very fair.

Q.—In your opinion was it necessary to cover the entire surface of that building with concrete, to secure a good foundation for that building?

A.—Well, I think it is a great advantage; I am not fully posted as to the weight that will be sustained by all parts of it, but I think it is a great advantage to cover the whole space if a heavy weight has to rest upon it.

Q.—Are there any disadvantages connected with it?

A.—In this city there are very great advantages, and one is that we are at times subject to earthquakes, and, as I look upon it, where the building rests upon the foundation covering the whole surface of the ground, it would all move together; otherwise, some particular part of the building will settle, and thus cause holes and cracks.

Q.—Are there any disadvantages connected with putting in and covering the entire surface of the ground?

A.—I can't see any, only that of additional expense.

Q.—What is the quality of Telegraph Hill rock compared with that of the flint red rock of this city?

A.—Which do you mean; the porphyry?

Q.—Yes, sir.

A.—I prefer the Telegraph Hill rock; I never had experience with red rock for that purpose—never heard of it.

Q.—Have you examined what is called flint red rock?

A.—Yes, sir, I have; but it is brittle; breaks very easily.

Q.—Can you inform the committee the difference in the cost of stone taken from a sheet quarry and that taken from a boulder quarry?

A.—No, sir, I could not;—where we are using a large quantity of concrete, we prefer boulders—such rocks as we can find—and break them up.

Q.—I now have reference to the rubble wall.

A.—No, sir; I could not answer that. I don't know what the difference in expense would be.

Q.—Do you know whether there would be any or not?

A.—Well, I should say that the rock which lies in layers could be more easily obtained, and at less expense, than that which is blown from a solid ledge.

*Mr. Aldrich*—Do you know the cost—about a fair price for delivering rubble stone rock suitable for foundation?

A.—No, sir. The rock I have had generally in this city has been, not by contract, but we paid for it, and gathered our materials where we best could, paying our men so much a day. I have had no experience in this contracting.

Q.—You don't know the cost per square yard?

A.—No, sir; I could not tell you that.

Q.—Do you know the value of rock for concrete—what it is worth to take it from Telegraph Hill?

A.—No, sir; I could not tell, because we always gathered it near where the works were, and it cost only just the getting out. I could not tell what it was worth by the yard.

Q.—Why is Benicia cement preferred?

A.—I prefer it and have used it in reservoirs. The Market street reservoir is one that was built ten or twelve years ago. I used it also at the Dry Dock and also at Blossom Rock.

Q.—Do you stamp it in using it for concrete?

A.—I do, a little. Yes, sir, very slightly, with a large sized maul—just hit it a little.

Q.—Does it not set too quick for that?

A.—No, sir. It has to be handled very rapidly, though.

*Mr. Canavan*—Have you used a great deal of concrete in your experience?

A.—Yes, sir; I have.

Q.—Where?

A.—At the Dry Dock; at the reservoirs.

Q.—Have you ever used any at Lake Honda?

A.—Yes, sir.

Q.—What cement did you use in that concrete?

A.—Well, I have used both. Where we had wet work, and required very strong work, we always preferred Benicia cement.

Q.—You say you have some now that you used years ago?

A.—Yes, sir; the Market street reservoir.

Q.—How has it held out?

A.—Very well altogether.

Q.—What about the red rock we hear of? Have you ever examined that?

A.—It is called porphyry. That is the true name. It is used on streets a great deal. I have never used it in concrete.

Q.—Well, from what you have seen, what kind of concrete would it make?

A.—It would be very difficult to say without some experience in it. I would not prefer to select it if I could get any other.

Q.—You would not like to experiment in a new rock?

A.—That is what I mean. Yes, sir; I might draw it and try it in a small way to satisfy myself, and if I found I could use it I should do so. But not having tried it, I should not want to use it.

Q.—Your opinion is that it is too brittle?

A.—I think so; very brittle.

Q.—Is there any sheet quarry in this country?

A.—No, sir. I don't think there is any short of the San Bruno mountains. I have seen them there of a sandstone nature.

Q.—In taking stone at a distance from the quarry the cost would have to include that?

A.—Yes, sir; I should calculate that way.

Q.—We could not know how much sheet quarry stone would cost until we knew how far it was from the city, and, of course, until we knew that we could not calculate the price?

A.—No, sir.

Q.—You say you tamp cement generally, very light?

A.—Strike it very lightly; yes, sir.

Q.—Do you think that with the concrete thrown from a height down, giving it momentum, that is sufficient?

A.—O, yes, sir; it is bound to settle itself.

Q.—If thrown down, in that manner, it would be quick to settle?

A.—Yes, sir; the test is that it will all fall and the water oozes to the surface, and that shows that the little places between the rock are all filled in.

Q.—The interstices are all full?

A.—All full.

Mr. Aldrich—The specifications called for sheet quarry; now I want to ask—

Mr. Canavan—I think it does not call for sheet quarry; I believe it does not.

Mr. Aldrich—I should like to have that portion read—the description of rock—that part only.

Mr. George, the Secretary of the Commission, read from book marked "Exhibit B," page fifty-nine, that portion of the specifications relating to the stone to be quarried and delivered for the work.

Mr. Canavan—I would think it well to have it generally understood here that when the architect made these specifications he supposed there were sheet quarries in the country, but finding there was not, this modification was adopted.

Mr. Aldrich—Our testimony shows that the modification did not reach all the contractors.

Q.—I want to ask you, who are experienced in this matter, if the boulder stone, from Angel Island, is taken out without any cutting, would it answer for that specification; or in other words, if you were building, would you consider that those stones would fill the specifications of stone called for there?

A.—Well, I would expect to deliver them in as good shape as that the demand required; the great difficulty here, is to find the right kind of building stone; that is one of the greatest difficulties we have, and Angel Island stone, I think, and that of Goat Island, are the best we have, without going into granite, up the country.

Chairman—I will ask you a question. If you were about letting a

contract and had your specifications drawn up in that way, and found there were no sheet quarries from which stone might be taken, would you receive bids from parties that estimated on those specifications, and allow them to go on with the work?

A.—No, sir; I would not, as an engineer.

*Mr. Aldrich*—There was something said here about lewising. What does that mean?

A.—Those are holes drilled at an angle, to put in iron to lift the stone by.

Q.—Is that a matter of large expense?

A.—Well, it is considerable work; yes, sir; it takes a man some little time; it has to be done with a single hammer.

Q.—Could you give the committee an idea of the difference in cost between preparing stone in that way and trimming it, as has been done at Angel Island and up here?

A.—I could not give you anything like an approximate estimate. It would be very difficult, and it might be doing great injustice.

Q.—Should you think there would be a difference of twenty-five or fifty per cent?

A.—No; I should not think so. Well, one man could drill a good many in a day. It would be a very great difference.

*Mr. Cunavan*—There was a letter of modifications of these specifications, which was shown to these contractors, and also shown to the anticipated builders.

*Mr. Aldrich*—One contractor testified that he did not see it.

*Chairman*—I don't think the Chairman of the Commission states the matter as the fact is. The facts were that the letter was dated July twenty-first, and the award was made July fifteenth. One of the parties offering tenders for the work testified that he did not know of any modifications in the specifications made to him.

Q.—If you did not employ concrete, would you not probably go deeper with the foundation?

A.—I think I would have gone deeper; I would have used stone for the walls, only I would have made them wider.

Q.—Wouldn't that reduce the amount of difference between the concrete and the stone foundation?

A.—That is not a matter of calculation easily arrived at.

Q.—It would make some difference?

A.—Yes, sir; I would prefer concrete over all the surface, as it is. I think you will find it a great advantage.

Q.—What are the advantages?

A.—Well, the advantages are, as I said before, about earthquakes, and another is about unequal settling, and a third one is that this will preclude the moisture from the ground that is bound to rise, and keep the lower basement in a mouldy, wet condition. It precludes that, and keeps away the moisture; that is, the concrete shuts it off.

Q.—As a practical engineer, having had great experience, I will ask you if you have examined the stones we are using for the rubble work, as it is called, in the City Hall?

A.—Yes, sir.

Q.—What is that stone?

A.—I think it is the best we could get here.

Q.—And good stone for the purpose?

A.—Yes, sir; good foundation work.

Q.—In good shape?

A.—It is in good shape.

Q.—Is the work that the men are doing, good?

A.—It looks so to me; it looks like a very fair, square job, as far as I could see; it could be made probably a great deal better, but it would cost more money, especially as this basement has all to be covered in; it matters very little what shape the stone is, the finer kind of work will come above it.

Q.—You think the work is done in good shape?

A.—Yes, sir.

*Mr. Aldrich*—Could you tell us the value of the work now done, from the commencement to date?

A.—No; I never, as I said before, laid out work by contract; I have always done the work at the expense of the company, or under my own supervision.

*Chairman*—Was there any necessity of drawing specifications at that time when it was all covered up—that is, under the inside? Was there any necessity of drawing specifications of that kind?

A.—Well, you must have specifications, of course; sometimes you may have to change them a little on account of circumstances coming up; I have scarcely ever known a single specification, to my knowledge, that has been followed entirely. We expect to hold the contractor very close, and want to make him believe that he will have to do the best he can; that is the object of strong specifications.

Q.—Is it necessary to trim the stones that were to be covered up—the outside wall, for instance?

A.—I would not trim it; no, sir; I would leave it rough.

*Mr. Andrews*—Do you consider that foundation good and durable?

A.—I do.

Q.—You have examined it particularly?

A.—I have.

Q.—And you consider it good, all right?

A.—I do, for the purpose, as good as can be made.

*Mr. Canavan*—How did you examine it, with a pick?

A.—Yes, sir.

Q.—Is stone necessary to be harder than cement for concrete work?

A.—When it becomes set and is hard, it is difficult to answer, for concrete is getting harder and harder for a hundred years to come; it is very hard to tell how hard it will get.

Q.—Is it not universally the case in giving out contracts for a large work like this, that there is a great deal of discontent and grumbling on the part of contractors and other people?

A.—Well, yes, sir; it is very often the case that somebody is grieved at something.

Q.—Don't they always grumble?

A.—Well, generally I suppose they do.

Q.—It is a general thing?

A.—Yes, sir.

Q.—What do you do with those that grumble?

A.—Well, when I have charge of the work, I don't pay much attention to them.



## TESTIMONY OF DAVID FARQUHARSON.

DAVID FARQUHARSON called, sworn, and examined:

*Chairman*—What is your occupation?

Answer—I am an architect.

Question—How long have you resided in San Francisco?

A.—Over ten years.

Q.—You have been the architect on numerous large and valuable buildings here?

A.—I have been architect for several.

Q.—Have you examined the stone work now being put up at the City Hall building?

A.—No, sir; I have not.

Q.—Or the concrete?

A.—No, sir.

Q.—Have you seen the material that is now being used, or any part of it, for the concrete?

A.—I have seen the stone passing on Kearny street from my office one day in the carts; that is all.

Q.—What was the quality of that stone?

A.—I could not say, sir.

Q.—I would like for you to give your opinion to the committee about the value per cubic foot of a building similar to that of the State Capitol—a first-class building—where it is built with ten feet six inches of the rubble wall below and the upper portion brick, iron, etc?

*Mr. Canavan*—The first story of the State Capitol is granite; that is not any comparison to ours.

*Chairman*—A good, strong, substantial building?

A.—I have not the means of stating that, because I am not familiar with the State Capitol building; I have not seen it but once, about two years ago; I made no examination then.

Q.—Have you read the printed instructions of the Commissioners to the competing architects?

A.—Yes, sir; I glanced over it at the time it was published.

Q.—What did you understand by the instructions?

A.—A first-class building, with a stone front, I understood it.

Q.—From the opinion you formed of the quality of the building what, in your opinion, would it cost per cubic foot?

A.—Well, that way of estimating by the cubic foot is the most unreliable of any, I think. An ordinary brick building will cost from twenty to twenty-five cents a foot; twenty cents is not a high estimate for an ordinary building, and a first-class building of brick and iron in the city would cost probably thirty cents a foot; as an example of that, the Mercantile Library building, which was built under my superintendence, cost thirty cents, and it was built with brick walls and iron girders.

Q.—Had that wooden joists and floors.

A.—Wooden floors; yes, sir.

Q.—If those floors were laid with brick and cement, what would it cost?

A.—Well, it would increase the cost somewhat; not very much, however; the main expense is in the large girders.

Q.—Are you familiar with the construction of the new Mint building?

A.—I am not.

Q.—Have you been in it?

A.—I have not.

Q.—Do you think the covering of the entire surface of the lot with concrete adds anything to the strength of the building?

A.—Well, it is a new question to me. It would not have occurred to me to cover the whole surface for the building with the concrete, although I am not prepared to say it is not the better way. There may be some good reason for it. I don't think that where the foundation is sand it requires so much care as when it is of some other nature. The foundation of sand is the least compressible, in my opinion, of any foundation we have. There might be reasons, however, for covering the whole area with concrete; that might appear to me equally good, had I had charge of the work.

*Mr. Eastland*—Such a reason would be good, if the main deposit of sand had ever been interrupted by digging excavations of any kind or there was a deposit with shifting sand and you could not rely upon the whole body being of one density. In such a case it might be necessary to lay concrete?

A.—It might. I don't think in a building of that magnitude that the extra cost would be worth much consideration, provided the walls were rather close together, so that the intervening spaces would not amount to much in putting in concrete. Provided the walls were reasonably close together, it might have been a wise way to cover the whole, although it would not have occurred to me, had I had charge of the work at first, as being necessary to do.

*Chairman*—Did you see the plans adopted by the Commissioners?

A.—I saw the whole designs when exhibited at Mechanics' Institute building, once; that is all.

Q.—Do you know which plan was adopted?

A.—Yes.

Q.—Please state to the committee if you ever formed an opinion as to the value per cubic foot of that building, following up the requirements of the printed instructions?

A.—Well, if faced with stone it may reach perhaps twenty-five cents a foot.

*Mr. Aldrich*—You are speaking now of the whole of the superstructure, as I see?

A.—Yes, sir. I believe the plan has been modified somewhat—that it is not the same as when I saw it.

*Chairman*—Have you formed any estimate of what the cost per cubic foot would be with a stone base, and brick and iron superstructure, and with wooden floors and roof?

A.—Well, no, sir. Without seeing the plan it would be impossible to say, and even then it would be a very unreliable way. The only way to arrive at the cost is by detailed drawings and specifications; that is the only way you can accurately arrive at the cost of it. If the rooms are very large, the cost per cubic foot would be proportionably less.

Q.—Would you consider the concrete all over the surface calculated to resist lateral pressure in the case of an earthquake?

A.—Well, it might be so; I am not very positive on that.

Q.—Do you know what modifications have been made to the plan?

A.—No; I don't know, sir, excepting what has been said in the newspapers.

Q.—Well, if what you have read in the newspapers be true in relation

to the modifications of the plan, can you give the committee an idea of what that would be worth per cubic foot?

A.—Well, I should think, sir, that a building with brick walls, with considerable iron in its construction, so as to make it nearly earthquake-proof; of wood, stone, and with wooden floors—say with iron girders and wooden floors—in my opinion, I would say it would cost from thirty to forty cents. A building such as we would require without the finishings. The finishings would enter into the cost.

*Mr. Eastland*—With iron girders?

A.—With iron girders, so as to make it anywhere near earthquake-proof, it would stand, I think, from thirty to forty cents. I guess at that. It is very unreliable—any estimate made in that way.

*Chairman*—Have you ever examined red rock of any kind, as to the qualities of it for concrete?

A.—Red rock; yes, sir. I have never made concrete of it, but I was called on by Mr. Huerne, who owned a quarry, and he asked my opinion of the rock. I have the samples here that he showed me, that is, the red rock; and he asked my opinion of it with a view to making concrete. I told him I thought it would make excellent concrete, and I think so yet, provided this is a fair sample of the rock, that is all.

Q.—Be kind enough to pass the sample to the committee.

[The witness hands the committee specimens of red rock.]

*Chairman*—I will ask Mr. Canavan or Mr. Laver if that is a fair sample of rock furnished to the Commissioners?

*Mr. Laver*—Yes, sir; a very fair sample.

*Chairman*—How will that compare in your opinion in quality with the Telegraph Hill rock?

*Witness*—I never have examined the Telegraph Hill rock.

*Mr. Canavan*—You say you read the pamphlet of suggestions and instructions of the Commissioners to the architects?

A.—Yes, sir; I glanced over it.

Q.—That says the front is to be built of stone, does it?

A.—My recollection or impression was that the building was to be built of stone.

Q.—That pamphlet said so, did it?

A.—No; I am not sure of that.

Q.—Are you sure of anything at all in the pamphlet?

A.—No; I am not sure of anything at all.

Q.—Would not that be a very important item in the cost? As a matter of fact, the pamphlet says nothing about stone, but speaks of brick and iron.

*Witness*—I may be mistaken about that. I was under the impression that it mentions stone.

*Mr. Canavan*—No, sir. Therefore you don't know much about the pamphlet. Now, sir, you say the Mechanics' Institute cost thirty cents, would not a large building cost less, with larger rooms and larger areas?

A.—Yes, sir, it might; but it cost more on account of the finishings. The Mercantile Library, with only one front, cost more.

Q.—You say the rooms are not much larger than the Mercantile Library rooms?

A.—They are of unusual size.

Q.—A room of one hundred by one hundred and twenty feet, that is a large room?

A.—Yes, sir.

Q.—The Tax Collector's and Assessor's rooms are large rooms?

A.—Yes, sir.

Q.—Necessarily so, for the purposes they are being used for?

A.—Yes, sir.

Q.—Speaking of red rock, have you ever known it to be used in concrete?

A.—No, except the sample that Mr. Huerne showed me.

Q.—Would you advise the Commissioners, or anybody else, to experiment upon the use of stone that had never been tried in preference to a stone that had been used?

A.—I should advise them to experiment, certainly, to ascertain whether it could be used or not.

Q.—You would not like to try a stone that never had been tried or tested by experience?

A.—I should first test it.

Q.—You would require a stone that had been found by experience to be good?

A.—Naturally.

Q.—You know General Alexander?

A.—I know him by sight.

Q.—You know his reputation, do you not?

A.—Yes, sir.

Q.—What is his reputation as an engineer?

A.—First class.

Q.—What about the absorptive qualities of this red rock?

A.—Well, I think it is not porous, and would not absorb much water. It is vitreous in its texture rather.

Q.—Glassy, smooth, and not adhesive?

A.—I think cement would adhere to it readily.

Q.—You have not seen it tried?

A.—No, sir, excepting that sample.

Q.—Would cement adhere to it?

A.—I think so, being of a rough and irregular surface; I think it might adhere.

Q.—Is it very brittle?

A.—It is brittle; yes, sir.

Q.—It is a brittle stone?

A.—When bedded in cement, sir, its being brittle is no objection.

Q.—The stone you saw in the carts in the street, did you know that it was going to the City Hall?

A.—No; I supposed so.

Q.—You didn't know?

A.—No.

Q.—Did you know that it was refuse in the carts that was going to Union Square?

A.—No, sir.

Q.—You did not know that it went to the City Hall?

A.—No, sir.

Q.—Were you ever on the ground at the City Hall?

A.—No.

Q.—You did not know anything about the stones that are there?

A.—No, sir.

Q.—You never examined the concrete?

A.—No, sir.

Q.—Nor the cement?

A.—No.

Q.—Nor the rubble stone?

A.—No.

Q.—The Mercantile Library is very ornamental as compared with the City Hall, is it not; the latter having two ornament bands, etc., and the column running up two stories, is not that so?

A.—You ask that as a question?

Q.—Yes, sir?

A.—I can't say what the City Hall is.

Q.—But I asked about the Mercantile Library; is it not a very ornamental building?

A.—Well, that is a matter of opinion.

Q.—Is it not your opinion?

A.—Well, ordinarily so; only reasonably so.

Q.—Now, in a variable foundation, such as we have out there for the City Hall, do you think concrete necessary, or would there be any saving in using stone?

A.—I think not.

Q.—There would be no saving in that?

A.—No.

Q.—It is just as cheap to use concrete as stone?

A.—I think it is cheaper.

Q.—And you think concrete better?

A.—Yes.

Q.—It has advantages over a stone foundation?

A.—I think so.

Q.—And you would recommend its use?

A.—I would.

Chairman—You say the Mercantile Library cost thirty cents a cubic foot?

A.—Yes, sir.

Q.—If that building stood out in an open lot, and you would finish the entire exterior as it is on the front, what then would be the cost of a cubic foot?

A.—I can't say; perhaps not much more; a little more certainly; the cost of finishing fronts. This cost of thirty cents included fittings.

Mr. Canavan—What do you call fittings?

A.—The fittings of the buildings.

Q.—That amounts to a great deal; that is very handsomely fitted up?

A.—Reasonably so, not unusually.

Chairman—You say it would have cost much more?

A.—Some more.

Q.—In your experience, as an architect, does it cost a great deal more; is not the main expense put on the front; is it not generally more expensive than any other in the finishing, glazing, and other expenses of the work?

A.—Yes, sir, it adds to the cost materially.

Q.—Would it add one third more to the cost of the building to finish the entire exterior of the building; would it not cost one third more?

A.—No, I think not as much as that.

Q.—How much, in your opinion, would it add to the cost?

A.—I am not exactly prepared to say, although I can give you an

opinion from a very good source, that is the *London Builder*. The statement there made is in regard to the ornamental parts; the difference between a plain and an ornamental front is estimated at only six cent. That is the opinion of a competent man.

Q.—That does not meet the question exactly, for the reason that they are subject to the expense of openings, glasses, frames, and all those things.

A.—The openings and the frames have to be the same whether the building is plain or ornamental.

Q.—Where you have but one front. It is not the same as if it stood in an open lot, with windows all around the entire front?

A.—No, sir.

Q.—That would make a difference in expense of six per cent, and you have to add, in addition, the cost of the glazing and various other work. In the front of the building that would be an additional amount?

A.—Yes, sir; some.

Q.—About how much?

A.—It would be impossible to say with any certainty.

Q.—Would it be ten per cent?

A.—Ten per cent more? That is not a very good way to estimate whether there would be ten per cent difference between solid wall and an ornamental front; it may be ten per cent.

Q.—The difference between a plain front and an ornamental front would be six per cent?

A.—That is his opinion; not mine, but that of an expert.

Q.—If there is that difference between a plain and an ornamental front would there not be at least ten per cent difference between no front at all and a finished front?

A.—That affords very little data to estimate on. It would be hard to say—difficult to say.

*Mr. Aldrich*—I wish you would put that question again.

*Chairman*—Mr. Farquharson says the difference between an ornamental and a plain front is six per cent. Now, if the difference between an ornamental front and a plain one is six per cent, I asked him what the difference would be between an ordinary front and no front at all.

*Mr. Aldrich*—I don't see the question has any application?

*Chairman*—It is this: the Mercantile Library building has but one front; the City Hall building is front all around; the entire exterior of it is front.

*Mr. Canavan*—Even in the rear, I would like to ask the witness, if the interior of the Mercantile Library is not elegantly finished, and the building itself elegantly furnished?

A.—You can form your opinion of that.

Q.—Oh, yes; but I ask yours.

A.—I think sufficiently well for the size of the city.

Q.—Is it not elegantly done for the size of the city?

A.—I think, reasonably so.

*Mr. Aldrich*—You don't give us to understand that you include the carpets, the fitting up, shelving and desks?

A.—Not the carpets or furniture, but what is known as fittings, not furniture.

Q.—Do you mean desks and shelving?

A.—No. Those are fixtures; that is, shelving is fixtures; what is known as fixtures, not furniture.

*Mr. Canavan*—Not the bookcases and lamps, but the inside work? -

*A.*—Yes, sir.

## TESTIMONY OF JAMES BRANNAN.

*JAMES BRANNAN* called, sworn, and examined:

*Chairman*—You reside in this city?

*Answer*—Yes, sir.

*Question*—What is your occupation?

*A.*—Contractor.

*Mr. Canavan*—Street contractor?

*A.*—Yes, sir.

*Chairman*—Have you had any conversation with the City Hall Commissioners, or any one under their employ, since the commencement of the new City Hall; if so, please state what that conversation was?

*A.*—No, sir; not any since the commencement.

*Q.*—Since the Commissioners were appointed?

*A.*—I have had a few words with *Mr. Canavan* concerning the stone, that is, the rubble stone, and I believe the concrete stone, also—just simply a few casual remarks on the street, and I believe in the office, once.

*Mr. Canavan*—You mean a business conversation?

*A.*—A business conversation, yes, sir.

*Chairman*—Have you had any conversation with any one under their employ?

*A.*—I might, sir.

*Q.*—With whom?

*A.*—*Mr. George* and the architect, I believe, a few words; nothing of any consequence.

*Q.*—What was that conversation with *Mr. George*?

*A.*—Business, generally.

*Q.*—State it, as near as you can recollect.

*A.*—It was concerning a quarry that I was intending to buy for concrete stone, and also rubble stone, if he thought the stone would be fit for the building, or likely to be adopted for the building.

*Q.*—What quarry was that?

*A.*—Three different quarries; one on Telegraph Hill, one on Second street, and one up the bay about seven miles.

*Q.*—Go on and state the conversation, as near as you can, and what occurred at that time and any subsequent time.

*A.*—I think the conversation—I do not recollect it positively—was simply explaining the specifications, and the kind of stone to be furnished; that was about the run of the conversation we had; there were some portions of the specifications that I did not entirely understand, and I asked him for information.

*Q.*—Did you furnish any stone for the Commissioners for the concrete?

*A.*—No, sir; I withdrew before the bids were received; I was going in with *Mr. Miles* on the bid, but I withdrew two or three days before the bids were handed in.

*Q.*—Why did you withdraw?

A.—I expected to go into other business at that time.

Q.—Have you seen the quality of stone they are delivering there for the concrete?

A.—I have, sir.

Q.—What was its quality?

A.—Well, I am not an expert or much of a judge. I never laid any of it. I considered it a tolerably fair stone.

Q.—Was it clean?

A.—It was clean, except if it would be wet; when it was wet it looked dirty.

Q.—Did you receive any instructions from Jordan when you were employed in the quarry?

A.—I did, sir.

Q.—What were they?

A.—He said the rock came out too large, and he wanted me to tighten the crusher, so that the rock would come out smaller. I was employed for Jordan superintending the work there, and he told me frequently to make the crusher small, so as to crush the rock smaller. Very often I would be in a hurry or would forget it, and I would wait till noon or night, and perhaps I would forget it then. This crusher would be wearing every day an eighth of an inch, perhaps every day, and then the plates were wearing and the consequence was that every day the rock would get a little larger, without it would be tightened up.

Q.—Have you ever been approached by any one with money as to the letting of contracts for any person?

A.—You mean this contract?

Q.—Any contract.

A.—I cannot answer that question, sir.

Q.—Do you understand the question?

A.—I do, sir. I understand it as a general question. It might run back all the whole of my life.

*Mr. Andrews*—We have no right to investigate anything except in regard to this contract.

*Chairman*—The question has reference to this building only.

A.—I understand it differently now, sir. I never was.

Q.—Did you approach any one connected with that building in any way, or with the Commissioners, with money?

A.—I did.

Q.—Well, state to whom and how it occurred.

A.—I approached Mr. George, the Secretary. It was not accepted.

*Mr. Canavan*—The question was whether you approached any of the Commissioners. I would like to have a direct answer to that.

A.—I never did, sir. No one but Mr. George.

Q.—The Secretary; and he refused?

A.—Yes, sir.

*Chairman*—No money passed from your hands to Mr. George's in relation to this contract?

A.—No, sir.

Q.—You sold out your interest in this quarry, to whom?

A.—I did not sell out my interest; I have got that interest yet. That is, I took the contract to grade the hill, me and Mr. Miles both, and I bind Miles in the contract to do the grading. That is all that is required to do for the new City Hall, at his own expense.

Q.—Do you take that contract from the city?

A.—No, sir; from the property owners.



Q.—How many property owners are there interested in that contract?

A.—There are four.

Q.—Who are they?

A.—A man by the name of John Bruckley, Mr. Cline, Mrs. Cole, and Mr. Chase.

Q.—Have they any interest in the contract for furnishing the concrete stone to the City Hall Commissioners?

A.—None that I know of, sir.

Q.—Have you said to any one that you did approach George with money?

A.—I might have, sir. I might have told Mr. Miles. I think it is likely I did.

Q.—Do you recollect what you told Miles?

A.—Pretty near, I guess—that I offered Mr. George a thousand dollars, provided he would get us the work, or use his influence in any way.

Q.—Did you give Mr. George any portion of that?

A.—I never gave him a cent in my life, sir.

Q.—Have you said to any one that Mr. George did accept any portion of that money?

A.—I may have—did accept it? No; I never did. I may have told Miles that he would accept it; but I never told any one that he did accept.

Q.—Did Mr. George say he would accept it?

A.—He did not.

Q.—What was your object in telling Miles that Mr. George said he would accept?

A.—It was to pump him to see how he would come out.

Q.—Well, how did he come out?

A.—Very poorly.

Q.—Don't you consider it very improper to circulate such reports as that in a community in a matter where so much money is involved?

A.—I would, sir; if he was not my partner. We were partners at the time, going in on a bid together. Partners together in a business ought to know what is going on.

Q.—Then there is no foundation for any rumor of this kind?

A.—None but what I have stated, sir; that I know of.

Q.—You are the party that approached Mr. George and not Mr. George you?

A.—Yes, sir.

*Mr. Canavan*—You say you were a partner of Miles, the same Miles, is it, who testified before this committee?

A.—Yes.

Q.—He was your partner?

A.—He and me were going in together on the bid at the time. Yes, sir.

Q.—You told him you had approached Mr. George, and offered him money?

A.—Yes, sir.

Q.—Did he approve of that?

A.—He did.

Q.—He did approve of it?

A.—He did at one time, but backed out after.

*Mr. McCeney*—Is the quality of the rock furnished now of the same kind that was furnished by Mr. Miles?

A.—The quality in the hill is generally all the same.

*The Chairman*—I understood the witness that he was no judge of rock.

A.—I can simply answer as to hardness.

*Mr. Canavan*—You can tell whether it would be about the same quality. Is it about the same?

A.—It is about the same quality.

*Mr. McCeney*—We want to prove that it was the same character of stone that was delivered all the time.

*The Witness*—I will qualify that. It may be a little cleaner now than it was then, but the quality of the rock is about the same through the whole hill; probably a little cleaner now than it was then.

## TESTIMONY OF JOHN WRIGHT.

JOHN WRIGHT called, sworn, and examined:

*Chairman*—What is your occupation?

Answer—I am an architect.

Question—You reside in this city?

A.—Yes, sir.

Q.—How long have you resided here?

A.—Five years.

Q.—Have you been connected with some important buildings in this city; their erection?

A.—A few of them, sir.

Q.—Have you had experience in concrete work?

A.—Yes, sir; I have done some of it.

Q.—In this country?

A.—Yes, sir.

Q.—What is your nativity?

A.—I am from Scotland.

Q.—Did you have any experience in Scotland in concrete work?

A.—Yes, sir.

Q.—In connection with buildings?

A.—Yes, sir.

Q.—Have you seen the work now being done at the City Hall?

A.—No, sir.

Q.—Have you seen any of the material which is being used there?

A.—No, I could not say that I have; I have never been up there, sir.

Q.—Did you have access, and did you see the various plans that were presented to the Commissioners, that were exhibited at the Mechanics' Pavilion?

A.—Yes, sir.

Q.—Do you know the plan that was adopted by the Commissioners?

A.—Yes, sir.

Q.—Will you please be kind enough to state to the committee what, in your opinion, that building would cost per cubic foot?

A.—I could not say, sir, without specifications of the work—I could not state that without a specification of the work; the same design could be carried out in wood or Parian marble.

Q.—Were you employed as an expert or an architect, to make an estimate of the State Normal School, at San José?

A.—I was.

Q.—Did you have specifications of that?

A.—I had none.

Q.—Did you send in an estimate?

A.—Yes, I did.

Q.—Well, from your knowledge of the construction of buildings, can you give us your opinion as to what that building ought to cost, or in all probability, would cost?

A.—I can give you my opinion from what other buildings have cost, here in the city, that I have put up, per foot; that is all I could say.

Q.—Have you built any buildings similar to the City Hall building?

A.—Friedlander's building, I put that up.

Q.—What was the cost of Friedlander's building?

A.—Forty cents a cubic foot, and the portion on California street cost thirty-three cents a foot.

Q.—Are there iron girders or joists in that building?

A.—There are no iron girders or joists in it.

Q.—What are the floors constructed of?

A.—Wood, sir.

Q.—Wood joists and floors?

A.—Yes, sir.

Q.—What is the foundation and basement built of?

A.—Built of brick, sir, and cement.

Q.—From the foundation up to the main floor?

A.—Yes, sir.

Q.—Is there anything extraordinary in that building?

A.—Nothing, only it is constructed all of iron—the front of it.

Q.—Would a building, built of brick and iron together, and all bound together with bond iron, be any less expensive than that?

A.—Oh, yes, sir; for instance, the White House, at the corner of Kearny and Post, is built of brick work bonded together with iron; that building cost sixteen cents a foot and there are wrought iron girders right through that building—a wrought iron bond all through.

Q.—How many partition walls are there in that building?

A.—None at all, sir.

Q.—That embraces the exterior walls of the building and the roof and floors?

A.—Yes, sir.

Q.—Where a building is divided up into rooms, and has brick partition walls and wood walls, what would be the probable additional cost?

A.—It would be, perhaps, from thirty to forty cents, sir.

*Mr. Canavan*—Not additional, but the whole considered?

A.—Yes, sir.

*Chairman*—That is two frontages?

A.—That is two frontages; yes, sir.

Q.—If it stood in an open lot and had frontages all around, what would probably be the additional cost?

A.—Oh, perhaps six cents a cubic foot.

Q.—I will ask your opinion as to the necessity of covering the entire surface of the ground where the building stands, with concrete?

A.—I could not say whether it was necessary or not; if I had been constructing the building I do not think I would have done that, not to the full depth that was under the foundation walls; I think if I wanted to keep down the damp and moisture I would have entirely covered the

ground with it, making the concrete from six to eight inches thick, but I do not think I would the same depth as the walls; still, I believe it is better if it is done.

Q.—Can you give the committee an estimate of the difference between rubble stone wall, built from stone taken from a sheet quarry, and that taken from a boulder quarry?

A.—I think it would be cheaper building a wall from a sheet quarry than a boulder quarry, sir.

Q.—Would it be better?

A.—Oh, yes, a great deal better.

Q.—You say the plan adopted by the City Hall Commissioners might be constructed entirely of wood?

A.—It might.

Q.—Or brick or stone?

A.—Oh, yes, sir.

Q.—Do you know what the printed instructions of the Commissioners were to the competing architects?

A.—Yes, sir.

Q.—Were you a competing architect?

A.—Yes, sir.

Q.—Did you follow those instructions?

A.—I did, sir.

Q.—What did you contemplate your building to be made of?

A.—Faced with stone, sir, and backed up with brick; the printed instructions gave the architects liberty to either face the building with stone or iron; the plan we made, we proposed to face with stone.

Q.—Did you intend to use any iron girders in the building?

A.—Oh, yes, sir.

Q.—Was your calculation made for wood floors?

A.—Yes, sir.

Q.—Can you inform the committee what the cost of that building would have been per cubic foot?

A.—I do not remember, sir, I have not the calculations with me.

Q.—You made the calculations?

A.—Oh, yes, sir.

Q.—You say you have seen the plans adopted by the City Hall Commissioners?

A.—I saw them at the Pavilion, at the time they were on exhibition there, I have not seen them since.

Q.—Did you form an opinion as to the cost per cubic foot of those plans?

A.—No; I don't think I did.

Q.—Did you think it could be built for the amount of the appropriation?

A.—In stone, sir?

Q.—Well, in stone, brick, and iron, as the case may be.

A.—I think not, sir.

Q.—Could it be built with the proposed modifications—taking off the towers and two wings, and reducing the corridors six feet, and taking concrete for the foundation?

A.—Perhaps it could.

*Mr. Canavan*—Perhaps it could be built for the amount.

A.—Yes, sir.

*Chairman*—Do you think it could?

A.—I do not know. I have never seen the plan. It would take some calculation to be made before I could give an opinion upon that.

Q.—Did the Commissioners, when making their award, adhere to the printed instructions to the architects?

A.—I do not think they did, sir.

Q.—Please inform the committee wherein they departed.

A.—Well, for instance, the plan adopted as the best plan presented could not, or I do not think it could, be erected for the money, and I do not think they got a plan that could have been erected for the money.

Q.—From those printed instructions you infer that it should be a first-class building, did you not?

A.—Well, I do not know if you call the United States Mint first-class. It was not a building like that, because the Mint is built with wrought iron girders and thoroughly fire-proof. The instructions did not call for anything of that kind, except for the Hall of Records.

Q.—Well, first-class, so far as the instructions were concerned?

A.—Yes, sir.

Q.—In drawing the plans, you intended to come within the appropriation?

A.—I intended to build the building for that amount of money, sir.

Q.—And make a very strong, substantial building of it?

A.—Yes, sir.

*Mr. Canavan*—You are one of the two gentlemen who were called in by the Commissioners to get up the pamphlet of instructions and suggestions to the architects?

A.—Yes, sir.

Q.—Afterwards, you were a competing architect for the first premium?

A.—Yes, sir.

Q.—And you say that you believe all the plans—you have seen all the plans?

A.—Yes, sir.

Q.—You believe all the plans that received premiums would cost more than the pamphlet calls for?

A.—Something more; I don't say all.

Q.—Nearly all; that plan in particular?

A.—That in particular, yes, sir.

Q.—If modified, and the Mansard roof taken off, and the two wings, and all the towers, and the height reduced two feet, and the width some four feet, by reducing the corridors, and building a stone foundation with a brick superstructure, and no extravagant ornamentation inside or outside, could it have been built for a million and a half?

A.—Yes, sir.

Q.—Now, I want to ask you a delicate question. You received one of the premiums, did you not?

A.—Yes, sir.

Q.—I want to ask you to give your opinion about the judgment of the Commissioners in deciding upon the "No Vile Fano" plan, and giving it the first premium.

A.—Well, I think Mr. Laver's plan excelled all others in the way of laying it on the lot; I think there was no other plan excelling it in that respect, and if I had been one of the Commissioners, I would certainly have adopted that plan with the modifications, with the exception of the internal arrangement; that was very inferior; but it was a very imposing structure, and the way it was laid on the lot, it excelled all.

Q.—With respect to air and light?

A.—Yes, sir; a great portion—that which faced on McAllister street—there was no sunlight; it could not get in there; but with that exception, it was well arranged.

Q.—The defect there was not the fault of the building, but of the sun?

A.—Yes, sir.

Q.—Your plan was one of the most elaborate?

A.—Well, I do not know.

Q.—You spent several months on it?

A.—Certainly.

Q.—You have a partner?

A.—Yes, sir.

Q.—You have not seen the adopted design?

A.—I have not.

Q.—You think the plan adopted was a suitable one for the site?

A.—I do, sir.

### TESTIMONY OF H. SCHUSSLER.

H. SCHUSSLER called, sworn, and examined:

*Chairman*—What is your occupation?

Answer—I am a civil engineer.

Question—Do you reside in this city?

A.—I do.

Q.—Are you engaged in any public work at the present time?

A.—No, sir; I am consulting engineer of the Spring Valley Water Works, and for several other water works over the State.

Q.—Have you had experience as an engineer in putting down concrete foundations for buildings?

A.—Not so much for buildings as for other purposes—gate houses, and structures of that kind, and smokestacks, and bridges—not for buildings, principally.

Q.—Your experience in concrete work is limited?

A.—No, sir; concrete for what we use it; the work I have been employed in to use concrete, requires better concrete, perhaps, than any other purpose; because, outside of its strength, it required to be watertight.

Q.—Have you examined the work now being done on the City Hall in this city?

A.—Yes, sir.

Q.—At whose request?

A.—Well, I was subpoenaed yesterday, and in order to gain admittance to the yard I requested Mr. McLane, who I knew was one of the Commissioners, and not being acquainted with any other gentleman, to write a permit to the Superintendent in charge, so that I could go over and examine the ground, the concrete, as well as the stone work.

Q.—Did you so examine it?

A.—I did, sir.

Q.—What condition did you find it in?

A.—Well, the concrete, as long as it has been in the ground, I think it is very good concrete, so far, for the time it has been in the ground; we

examined some that had not been down very long, but yet it was set quite substantially, quite hard, and not porous, as is often the case with concrete that has been hurried too much and carelessly done; it was very close, and I believe it to be perfectly water-tight, that is if you put a certain depth of water over it I don't believe it would leak through, besides its being very stout and strong.

Q.—Did you examine the stone also?

A.—I did, sir.

Q.—Have you examined the red rock stone produced here, a sample of which has been produced here?

A.—Yes; I know it is that kind of stone they principally use for macadamizing; the great trouble of that is that the faces of that rock are most generally smooth and the cement would not stick to it as it would to a rougher face, consequently in a place where great strength was required I would not think it strong enough, because it is very brittle and does not adhere.

Q.—Do you know the quarry referred to?

A.—Yes, sir; [examines the specimen of rock before the committee]; it is probably the same kind you find all over the city; now, in rock of this kind, if you could have it all of that kind, first-rate, although the face is not quite rough enough to make the mortar stick as well as sandstone that is used now, it would be good; there have been experiments made as to the tenacity of mortar to certain kinds of rock in France and the results have been that the roughest granite and sandstone, as also rough limestone, are the best for the adherence of mortar, and they condemn any stone that has a shaley break, or breaks with a smooth surface, for any purpose of this kind.

Q.—Can you inform the committee of the difference in cost, if any, between building a rubble wall of stone taken from a sheet quarry and that taken from a boulder quarry?

A.—No, I could not; because I have never seen a sheet quarry in this country, excepting that off and on you find a stone shaped as if it had come out of a sheet quarry in a granite quarry; we have had some stone of that kind in granite, but the average run is what you would call a boulder quarry.

Q.—Have you had experience in building rubble wall in any State or place?

A.—Yes, sir; considerable.

Q.—Can you give the committee your opinion as to the difference in cost of constructing a wall?

A.—Yes, sir. I can give you pretty close figures on that, because we have tried both and found the difference very slight. The best kind of concrete with Rosedale cement.

Q.—Not the concrete. I am speaking now of rubble wall. I ask you can you give the committee an estimate of the difference in the cost between constructing rubble wall with stone taken from a sheet quarry, and that taken from a boulder quarry?

A.—No; I don't believe I can.

Q.—Have you not had experience?

A.—No. It is only off and on that a stone of that kind came in, and I have not had enough so as to be able to make any close figure on it. Well, if you have stones that come about a regular size, with an even poise, if you require it that way—they often come with nodes projecting one way or the other, on the upper or lower side, and they generally have to trim them off to correspond with the lower faces.

Q.—Did you ever build a rubble wall with stone taken from a sheet quarry?

A.—No, sir; not all sheet quarry. I say the stone sometimes comes in that shape as you get it out of the sheet quarry. Most all our quarries here are boulder quarries.

Q.—You say you never have built a rubble wall with stone taken from a sheet quarry?

A.—No, sir.

Q.—Then your experience is not very great.

A.—That is what I stated in the commencement, that my experience in sheet quarries—I had actually no experience, because there are no sheet quarries here—none that I know of within reach of our works, that it would be feasible for us to get for them. I have no doubt there are, sir, further up in the State, but it might be more expensive to get the stone.

*Mr. Aldrich*—I want to ask the witness to give his idea of the cost, per square yard, for building rubble wall here.

A.—Well, according to what experience I had, I had not only to look for strength, but also for water tightness; consequently all the little spaces between the rocks had to be filled up with either gravel or mortar or stone, and great care taken so that no film of water should chance to go through the wall, and that kind of wall has cost between thirty-five and thirty-seven cents a cubic foot. I think it would range very near ten dollars a cubic yard; for instance, I built a stone dam that was built last year on Pillecito's Creek, ten miles above; that cost us ten dollars a cubic yard—but that was a quarter of a mile from the quarry, and that cost would include the hauling, quarrying, and laying, cement and everything.

*Mr. Eastland*—The cost of transportation from Angel Island to the City Hall is much greater?

A.—Yes, sir. This was but one thousand five hundred feet or one thousand six hundred feet—a little over a quarter of a mile; perhaps about one third of a mile.

*Mr. Aldrich*—Do you know the cost of making concrete, per square yard?

A.—Yes, sir. I know what it cost us the last eight years in the Spring Valley Water Works and other works on which I was employed. It has ranged as low as six dollars and sixty cents a cubic yard; and then again, it has cost us eight dollars and twenty-five cents a cubic yard.

Q.—That includes hauling the stone a distance?

A.—No, sir. It don't include hauling, but it includes quarrying and breaking the stone—that was included; that cost us eight dollars and twenty-five cents a yard; the highest price. That would be about thirty cents a cubic foot.

*Mr. Canavan*—You are consulting engineer for some large enterprise?

A.—Yes, sir.

Q.—Previous to becoming consulting engineer what was your occupation?

A.—I was resident engineer for the Spring Valley Water Works.

Q.—How long?

A.—Well, I was assistant engineer for a year and a half, and the only engineer from the year eighteen hundred and sixty-five up—well, till now, the first of January.

Q.—Between eight and ten years?



A.—No; altogether about seven and three fourths, or nearly eight years.

Q.—For tall buildings and smokestacks do you find it necessary to spread concrete over a very large area to equally distribute the weight?

A.—There is no necessity for putting in concrete except for such width from the wall as the depth of concrete amounts to; for instance, if I have got six feet of concrete in depth, there is actually for the foundation's sake, no necessity for putting in the concrete wider than six feet; that is the rule, because the weight of the superstructure does not bear upon any beyond an angle of forty-five degrees downward from the lower end; so, as a general thing, in countries where there are no commotions like here of earthquakes, etc., and where the sand is so bad to be blown away from the foundation, it is not necessary to spread the concrete any further than that; the depth of the concrete is the limit of the width from the outside wall.

Q.—But in countries subject to commotions and earthquakes it is necessary to spread it more?

A.—Well, yes; the cement struck me very much; I had no idea that the concrete was spread all over the surface when I examined the foundation, but when I came to think over it, I think it a very good thing, for that reason alone, if for no other reason; the earthquake always, with very few exceptions, commences at one side and travels in a certain direction; now, if this building was placed on separate foundations, then, for instance, the west end of the building might first be touched by the earthquake wave or shock, and then in a short space the earthquake would travel with a wavy motion towards the opposite end; now, if it is one substance all the way, the shock would be transmitted at once to the other side of the building, or nearly so, and there would be less danger of cracks, or anything of that kind, in the way that the building is being built now; in some places where a heavier weight is to be borne, I would have made the concrete a little deeper.

*Mr. Canavan*—It is deeper in some places; under the Hall of Records it is five feet, and under the tower it is six feet.

*Witness*—What is the height of the Hall of Records?

*Mr. Canavan*—About eighty feet, and the main building eighty-four.

*Witness*—Yes; I should make the foundation under the Hall of Records five or six feet deep.

*Mr. Canavan*—It is five feet.

*Witness*—Well, three feet is a considerable thickness under the rest; but of course the more the better. I should think that is about the limit, and I do not think I would go any less.

Q.—Did you examine the concrete?

A.—I did, sir. It is good concrete; as well as I have made it.

*Mr. Eastland*—You spoke of experiments in France on different kinds of stone?

A.—Yes, sir.

Q.—Is not concrete used there more than anywhere else, and are not French authorities considered the most reliable and the best upon that subject?

A.—Yes, sir. They have very full information in that respect, and that is the reason I use French works for reference more than any other, especially those of Rondelet, who has been in the employ of the French Government many years, and first made experiments which are very valuable indeed.

Q.—Their conclusion is, that stones with a smooth surface are not so good as with a rough surface?

A.—No, sir; and for this reason: the principal strength in concrete lies in the adhesion of the cement to the stone. Rondelet made experiments with flint stone, which is generally considered very good on account of its strength; but the faces were too smooth. He made experiments on a flint stone, and found he could sustain thirty pounds to the square inch, whereas, on a face of granite, he could attach forty-five to fifty pounds to the square inch, showing a greater adhesion to the rougher surface.

Mr. Canavan—Is not the stone used at the City Hall a great deal better than marble chips?

A.—That is more than I could tell, because I never used marble chips. The principal thing for stone in concrete is that the stone itself is strong and has a rough surface. That is the requirement of concrete. It makes no difference whether it is granite, limestone, or sandstone. The rougher the stone the better the concrete.

Q.—Are you acquainted with the quality of Angel Island stone?

A.—Yes, sir. I have not used it in building; but I have seen it considerably.

Q.—What is your opinion of it?

A.—It is very good stone.

Q.—Do you know of any sheet quarry in this country?

A.—Not that I know of.

Q.—You have not seen any?

A.—No. As I stated before, you sometimes come across a stone that looks like it, but I don't think you will find enough for a large building of sheet quarry alone.

Q.—Is not hauling from the quarry a large item of the expenses?

A.—Yes, sir. It depends somewhat by which means you can get it.

Q.—How is the stone that is used out there?

A.—That is as good stone as I ever used.

Q.—How are the men doing their work out there?

A.—Well, that is a different thing. The laying of the stone is done very well. The only thing I did not like about it was the fact that they go up to a certain height and they finish up level to that height with mortar and chips of stone, so that there is a smooth surface over the whole, and that cement—the Benicia cement—sets very quick and gets hard before the next day's work gets on it, and the next day has not as good a binding with to-day's work as it would have to rough the surface, just the points sticking out, with no mortar over it. But that is of less moment here than it is in works of the kind I have been connected with, because the water tightness is not important.

Q.—Are you aware that that is done for the purpose of laying iron bonding?

A.—I did not see any iron bonding.

Q.—No; that is not there yet, but that is done for that purpose. The specifications call for horizontal iron bondings. In that case, that is necessary, is it not?

A.—No, sir; I would do without if I possibly could. I do not know in what shape they are, excepting that they take a large surface. Probably it may be better to level your work, but I have not seen them put in this work, and consequently I cannot tell.

Mr. Canavan—We have not put in any yet, but we intend to put them in there.

Mr. Mott offered a resolution that when the committee adjourn on Saturday it adjourn to meet at Sacramento at the call of the Chairman. After discussion, the resolution was laid temporarily on the table. The committee then took a recess until half-past seven o'clock P. M.

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EVENING SESSION.

Samuel Osbourne was sworn as the official shorthand reporter of the committee, in place of Andrew J. Marsh, for the present session.

TESTIMONY OF L. P. HUERNE.

L. P. HUERNE called, sworn, and examined:

*Chairman*—What is your occupation?

Answer—Civil engineer and architect.

Question—Do you reside in this city?

A.—Yes, sir.

Q.—How long have you lived in San Francisco?

A.—Twenty-two years.

Q.—Have you been connected with any large important building in this city?

A.—Yes, sir.

Q.—Good substantial buildings?

A.—Yes, sir.

Q.—What is your nativity?

A.—France.

Q.—Have you had experience there in concrete work?

A.—Yes, sir.

Q.—Have you had in this country?

A.—Not in this country at all.

Q.—Would it be necessary, in your opinion, to put down concrete under the foundation of the City Hall building here?

A.—Not at all.

Q.—Have you examined the locality?

A.—Yes, sir.

Q.—Have you examined the concrete work?

A.—Yes, sir.

Q.—How does that compare with the quality of work you do in France?

A.—Well, very different. The concrete made in France is made by layer, with not more than one foot, sometimes six inches, nine inches, running down so to compress and approach the stone together, and to leave very little extent of banding matter. Yet I saw some concrete that was not rammed down, and it was taken away by the flood, and the other one stands first rate.

Q.—In your opinion, as an engineer, was it necessary to cover the entire surface of the ground where the building stands?

A.—Not even below the wood. The natural sand there is about sixty

feet deep; is a natural concrete, strong enough, elastic enough, stiff enough to resist any compression, any building, or church, or anything of that kind.

Q.—Are you familiar with rubble stone work?

A.—Yes, sir.

Q.—Can you inform the committee as to the difference of the cost between rubble stone wall taken from —

A.—About equal; the price is about equal.

Q.—I did not get through with my question: the difference between the expense of the stone wall—the stone taken from sheet quarry, or that from a bowlder quarry?

A.—Well, difference of cost?

Q.—Difference of cost?

A.—About the same; about the same; oh, yes.

Q.—Can you inform the committee your opinion as to the cost of a building of that kind per cubic foot?

A.—My opinion about the cost of that City Hall, according to the plan of the architect, will be about thirty cents—between thirty and thirty-five cents by the cubic foot.

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### TESTIMONY OF DENNIS JORDAN.

DENNIS JORDAN called, sworn, and examined:

*Chairman*—You reside in this city, Mr. Jordan?

Answer—Yes, sir.

Question—What is your occupation?

A.—A mason and builder.

Q.—Have you any connection with the City Hall Commissioners in any way?

A.—I have a contract from the City Hall Commissioners for laying down the concrete bed, and doing all the excavating that is necessary there.

Q.—What is the amount of that contract?

A.—I do not know. I have not finished it yet.

Q.—Do you do it by the cubic yard?

A.—I do it by the yard—by the cubic yard.

Q.—How much?

A.—Two dollars and ninety-seven cents.

Q.—Was the contract awarded to you by the Commissioners?

A.—Yes.

*Mr. Mott*—That is for laying down?

A.—Laying down, doing all the excavation.

*Chairman*—Were you the lowest bidder for that work?

A.—No, I believe not; there was one man lower than I was; that came in ten minutes after the time specified for opening the bids, and the bidders present voted that his bid should not be accepted; I did not have anything to say about it myself, but the rest of the bidders that were present did vote that his bid should not be accepted; Mr. Eastland took the bid and said that he would open it anyhow, and think the matter

over afterwards, whether he should award the contract to him or not, providing he was the lowest.

Q.—Were you the next lowest bidder?

A.—No; I think I was the third.

Q.—Who was the next lowest bidder to you?

A.—There was a man named Donnolly, a street contractor here.

Q.—Was his bid rejected by the Commissioners?

A.—I don't know how that was.

*Mr. Aldrich*—What was Donnolly's bid?

*Mr. George*—One dollar and seventy-four cents concrete, and forty-two cents excavation, and six hundred dollars for the fence.

A.—I think his bid was rejected on the ground that he did not bring any testimonials with his bid as required by the advertisement; the advertisement required every bidder to furnish testimonials from architects or engineers whom they had done work under, as to his ability to do this work, and my recollection of it is that Mr. Donnolly did not furnish any testimonials.

*Chairman*—The contract was finally awarded to you?

A.—The contract was finally awarded to me.

Q.—Were the specifications written before the award was made to you?

A.—Yes.

Q.—Has there been any modifications in those specifications?

A.—Not that I know of.

Q.—Are you doing the work in accordance with those specifications?

A.—I am.

Q.—How many copies of the specifications were there when you bid on that work?

A.—I saw two.

Q.—You saw two?

A.—Yes.

Q.—Were those accessible to the bidders?

A.—They were.

Q.—Were any parties refused leave to examine or take notes from the specifications?

A.—Not that I ever heard of, at that time or since.

Q.—Have you anything to do with this rubble stone work here?

A.—No.

Q.—Nothing but the concrete?

A.—Nothing but the concrete; that is the only contract I have with them; I have bought Miles out; a contract which he had with the Commissioners.

Q.—What contract did he have?

A.—He had a contract for furnishing the broken stone for the concrete.

Q.—I understood you to say that the contract was awarded to you by the Commissioners?

A.—The contract for laying down the concrete stone in the bed, as it is now at the City Hall, that was mine; but then there was another contract Miles had for breaking the stone and delivering it at the grounds of the City Hall.

Q.—That is the one you bought?

A.—That is the one I bought.

*Mr. Eastland*—Allow me to state that the Commissioners of the City Hall have never recognized any transfer of the contract from Miles to

Jordan; all our transactions are with Miles; Jordan's name is not on our books at all for the concrete rock; we declined to recognize any transfer; we hold Miles as we did when he signed the contract.

Q.—Have you directly or indirectly used money in any way to obtain the preference over any other contractors?

A.—No.

Q.—With any of the employés of the Commissioners?

A.—Never.

*Mr. Aldrich*—It has been in testimony here that much of that stone for concrete was full of clayey substance, earth, dirty—how do you account for that, or was that the fact, or not?

A.—There was some time that the stone was wet; whatever dirt there was in the stone, part of it would stick to the stone, and it was impossible to keep it clean; but since I bought Miles' contract out, I have had the stone screened, and there was no dirt could get in the stone very well, except that which would stick to it when it came wet.

Q.—Has there been any stone rejected that has been carried there for being dirty or of improper size, or for not being up to the specifications?

A.—I think there was some of it rejected on the ground of being dirty.

Q.—What are your relations with the Architect?

A.—How do you mean, sir?

Q.—Pleasant, or have you had any difference with him?

A.—Never any trouble with him; we have always been on friendly terms, except once in a while that he would find fault with the stone being a little dirty.

Q.—Has he any interest with you in the contract?

A.—No, sir; none whatever.

*Mr. Cavanaugh*—For the sake of Mr. Jordan, it would be well to explain the matter of Miles' contract—why he bought out Miles and how he bought him out.

Q.—Why did you buy out Miles?

A.—Well, sir, after I entered into the contract with Miles, I found that he and I could not get along very well together; he wanted to have all his own way about carrying on the work, and in the way that he was carrying it on—I forgot to state that I had an interest with him previous to my buying him out—and from the way he was carrying on the work I found we were going to lose money on it, and I was responsible for any loss we might sustain, and Miles was not; in other words, he had no property to show, that anybody might get hold of, and I felt this responsibility, and also felt, from the way that he was acting, that I was likely to lose my reputation as a builder; and I studied the matter over as to what was best for me to do, and after giving it due study, I went to Miles at the quarry where we were working, on Broadway, and I said to him that the way the work was going on we were going to lose money, and he said he knew it; I said, "I think that one can manage this thing better than two," and I proposed to buy out or sell out; he said that suited him exactly; he then proposed to go over to the grocery store on the corner and make a figure; so we went to the grocery store and went into the back room; he sat down on one side of the table and I sat down on the other, and we tore a piece off the margin of a newspaper and each one commenced to make his figures; I got my figures made before he did, and I laid my figures down on the table; I said, "are you ready?" he said "yes;" he said "you turn up your figures first;" "no," I said, "you put down your figures, and we will turn them up both

together." He said "no, you show your figures first." Well, we argued a little while on that subject, and I finally had to give way and turn up my figures first. As soon as Miles saw my figures, he put his thumb in his vest like this, and threw himself back in the chair and commenced to rock himself, and looked astonished. I said "what is the matter?" he didn't give me any answer for a minute or so, and I said to him, "why don't you show your figures?" So he said that he would give four thousand dollars, or he would take seven thousand dollars.

*Mr. Canavan*—What were your figures?

A.—My figures were to give six thousand, or take five; he never showed me his figures at all; he told me verbally, in words, what his figures would be.

Q.—That was for both contracts, or one?

A.—Both contracts; he was to have an interest in the other contract with me on the strength of his giving me an interest in that contract for breaking the stone; the understanding was, that I would give him an interest in the other contract with me, so we talked the matter over for some time, and argued the question; I told him that it was unreasonable for him to offer four thousand or take seven; I stuck out with him to give me five thousand but he would not do it, and I finally consented, after some arguing and talking, to give seven thousand dollars. No, he said that he had already invested four hundred dollars in the works and he would call it all square and quit, and give everything up to me just as it stood for the seven thousand dollars; I finally agreed to give him the seven thousand dollars, and he and I went down to Mr. C. H. Parker's law office, who was and is Mr. Miles' lawyer, and my own, we there stated to Mr. Parker our object, and gave him the terms, and said we wanted him to make out a contract, a writing, or agreement; we agreed then to meet in Mr. Parker's office the next day, at one o'clock, and according to agreement, I came there at one o'clock the next day; I found that Miles had been there some time before me, he had told Mr. Parker that he would not stick to the agreement made yesterday, he wanted four hundred dollars more, and when I came Mr. Parker told me, as soon as I came into his office, what Miles wanted to do. Well, says I: "Mr. Parker, you know what the agreement was yesterday, what do you think of a man who would back out of his agreement in so short a time as that?" Well, we talked the matter over for some time there, and argued it, and finally I agreed to give him four hundred dollars more, and I went on—

*Mr. Aldrich*—[Interrupting]—What changes did you make to make the job more profitable to you?

A.—During Miles' management, he had an old engine, and the man that owned her ran her there for six dollars a day; and she didn't have quarter power enough to crush the stone; and I saw what was the matter and told Miles about this; but as I stated awhile ago, I had no power with him, he would take his own way about everything. I took this old engine out and replaced it with a new engine that cost me—all set up, the belts and gear—one thousand nine hundred dollars. I bought a new windlass, or hoisting apparatus, with a brake to it, for hoisting up the cars of stone on top of the crusher; I made other alterations in the frame work of the crusher, which gave a greater fall for the stone to come down from the crusher—this saved about two men's labor. The alteration I made in the floor of the crusher, caused the stone to come down without shoveling—slide down. I employed a new engineer; and the result was, the most stone that we ever turned out up till the time

that I bought Miles out, was forty-seven cart loads a day, and now, with my management, I can turn out one hundred and fifty cart loads of stone of the same size—only they are screened now, and before I bought Miles out they were never screened.

*Mr. Canavan*—That transfer paper you speak of—made between Miles and you—what did you do with it?

A.—I have got it, sir.

Q.—Did you ever bring it to the Commissioners' office?

A.—Yes, sir.

Q.—What became of it there?

A.—Well, the Commissioners told me they did not recognize any transfer of Miles' contract to me.

Q.—Have they ever recognized it?

A.—They have not, sir.

Q.—How are the warrants made out for the payment of the money?

A.—I have got a power of attorney from Miles to collect this money from the Commissioners, and sign his name; the warrants are made out all in the name of N. Miles.

Q.—Were you a bidder upon this work now being performed—the building of the foundation walls?

A.—Yes, sir.

Q.—What was your bid on that occasion; what was the amount of your bid?

A.—My bid was six dollars and forty-seven cents.

Q.—What was the bid of Cochran & Middlemas, who won the contract?

A.—Their bid was three dollars and seventy-four cents, or three dollars and eighty-four cents, I won't be certain which.

Q.—Seventy-four; and yours is six dollars and forty-seven cents?

A.—Mine is six dollars and forty-seven cents.

Q.—You were among the highest bidders, were you not?

A.—Nagle's bid was two cents below mine.

Q.—How many were below you?

A.—There must have been—I should suppose—seven, or eight, or ten, below me; I forget how many.

*Mr. Canavan*—[I ask this because it has been intimated that he was in with the architect who made out the specifications; whereas, all he gained was to be about the highest bidder, and he was not acquainted with and not on the best of terms with the men who won the contract.]—Did you ever get orders from the architect to stop hauling on account of wet weather?

A.—I did, and did stop.

Q.—How long?

A.—I stopped until the stone got dry, so that the dirt would not stick to the stone.

Q.—You think you paid Miles enough for his interest in the matter?

A.—Yes, sir.

Q.—I would like to ask you—you heard Miles' evidence, of course, or read it, in regard to that conversation between you and Mr. Laver and him, at the Occidental Hotel?

A.—Yes, sir.

Q.—Give us your statement about that matter; what occurred there?

A.—He wished to become acquainted with Mr. Laver, and I told him if he would walk around with me to the Occidental Hotel, probably we might meet him there.



Q.—He was stopping at the Occidental Hotel at that time?

A.—Because that was where Mr. Laver boarded. We walked around to the Occidental Hotel, and I forget whether it was in the billiard room, or the office, that I found Mr. Laver—either one or the other—and told him that Mr. Miles had expressed a wish to become acquainted with him, if he would allow me to introduce him. Well, he said he had no objection, and I took him out into the bar room—where Mr. Miles was—and there introduced him to Mr. Miles. He asked us to take a drink. I think Mr. Miles remarked, that he and I were going in together on this contract; but Mr. Miles said in his testimony yesterday, that he said if he and I were going in together, he would be Miles' friend on my account, I think, or some words to that effect; that was Miles' statement; but I positively swear that Mr. Laver never said anything of the kind; he could not have said it without my hearing it at that time, because we all three stood close together.

*Chairman*—Do you desire to hear the agreement between the Commissioners and the commanding officer on this coast read?

*Mr. Eastland*—I will state for the information of the committee, that the use of Angel Island quarry free was obtained at considerable trouble on the part of the Commissioners there, with the assistance of the officers here and at Washington, and the condition of our obtaining the use of that quarry, it is understood, has been a great saving in the cost of rock.

[The clerk read the agreement between Henry W. Seale, party of the first part, and the Board of City Hall Commissioners appointed by the Governor of the State of California, reciting the agreements made between the United States military and naval authorities with the Commissioners.]

*Mr. Eastland*—Would you allow me to ask that our report to the Supervisors, made about a month since, may be put in in evidence. It is here on file. That is an account of the doings of the Commission from its organization down to the eighteenth of January.

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## TESTIMONY OF HENRY W. SEALE.

HENRY W. SEALE called, sworn, and examined:

*Chairman*—What is your occupation?

Answer—My occupation at present is quarrying and delivering stone to the City Hall building.

Question—Have you a contract of the City Hall Commissioners?

A.—Yes, sir.

Q.—Have you specifications of that work?

A.—I have seen specifications connected with that contract.

Q.—Are you furnishing the stone in accordance with those specifications?

A.—No; not strictly.

Q.—In what respect does it vary from the specifications?

A.—The specifications that were made out for stone for that work, in the first place, as I understood it, was not intended for this quarry, which the Commissioners have accepted, and before entering into a con-

tract. That matter was understood by the Commissioners, by the communication, which is attached to my contract, between the architect and the Commissioners. Those specifications, as I understood it, were made out for a sheet quarry, and bids were received for such quarry, and also for this boulder quarry of Angel Island, and the stringency of the dimensions of the stone that might be quarried from the sheet quarry were not required in this quarry, because it would be impracticable to furnish such stone of such dimensions. I therefore didn't deem it necessary—didn't deem it imposed on me to furnish the stone in compliance with those specifications under my contract.

Q.—Would it be possible for you to do so in that quarry?

A.—No, sir; I think not.

Q.—Have the Board of Commissioners deducted anything from your contract price for your failure to furnish such stone as specified?

A.—No, sir; I don't mean they shall; because I furnish them the stone that I agreed to furnish from the quarries which they accepted.

Q.—Do you know if other parties had the same information that you did in relation to those specifications?

A.—I know very little about other parties' information, sir; I have not been in the city a great deal; I don't reside here, and only temporarily on this occasion; and I have had very little intercourse with the contractors, or the parties in connection with work of that kind; for the last ten years I have been out of business of that kind pretty much.

Q.—How long have you been engaged in quarrying at Angel Island?

A.—Well, shortly after the date of that contract, sir.

Q.—Has any of the stone furnished by you been rejected by the Commissioners?

A.—Yes, sir.

Q.—What proportion?

A.—Well, a small proportion. They objected to the size of some stone that came up there, and that there was coming too much small stone. I did not happen to be here myself at the time in the city.

*Mr. Eastland*—Some of your stone has been sent back, has it not, Mr. Seale?

A.—Yes, sir.

*Chairman*—What improvements have you made on the quarry in the way of wharves and docks?

A.—I have built a wharf there, sir, I think one hundred and thirty feet along, and I found it insufficient when it was done; I didn't have water enough; I was not there when it was done; I contracted with a wharf builder, and he didn't give me quite as much water as I wanted, and I had to go to work and extended it ten or twelve feet further out. I made a very good wharf; built two railroads from the quarry to the wharf, and furnished it with the necessary railroad cars; built two derricks on the wharf, or two on the quarry, and two on the dock; four altogether. I have done a great deal of work in clearing up the quarry. It was in very bad shape. There has been stone quarried out from time to time in small quantities, and people bored in and got it out the best way they could. I had considerable waste and labor to get the quarry in the condition it is now in; it is now in a very good condition.

Q.—Do you know the amount of the cost of the improvements you have made there?

A.—I can know by referring to my books; I don't know now exactly.

Q.—Somewhere near the amount?

A.—Well, I suppose I must have spent some six or eight thousand dollars; perhaps ten.

Q.—How much?

A.—From six to ten thousand dollars in the erection of the roads, and cars, and wharves, and piers, and so forth.

Q.—Those improvements, then, as I understand, revert to the Government after you get through?

A.—Well, the wharves would, as you read there; but they were indispensable; we could not get along without them.

*Mr. McCeney*—You had to lay a track on Market street?

A.—Yes, sir; I extended a track from where the Market street horse-car road ended to the wharves, and from Market street on to the front of the City Hall, and City Hall lot to the grounds.

Q.—You are an old contractor?

A.—I have been a contractor for a great many years, until the last ten or twelve years.

*Mr. Aldrich*—Was your contract with the Commissioners or the architect?

A.—With the Commissioners, sir. I never knew the architect before the contract was awarded to me; I never saw him that I know of.

Q.—There was an understanding between you and the Commissioners in regard to changing the modifications of the specifications before you closed, I understand.

A.—Yes, sir; before I signed the contract, or gave my bonds.

Q.—Was that made before you made your bid?

A.—It was not made before I made my bid; it was understood before I made my bid; it was explained to me, and it was understood definitely.

Q.—We are investigating to see if there has been any fraudulent use of moneys in this matter, or anything improper in the building of this City Hall? Did you, yourself, in making your contract, have to pay anything for it?

A.—No, sir.

Q.—Have you known of anything of that kind?

A.—I have never known of anything of the kind.

*Mr. Canavan*—You know a great deal about people connected with the City Hall—whether anybody could make any money out of it to your knowledge?

*Mr. Aldrich*—I am requested by a member of the committee to ask how you measure the stone?

A.—The way we propose to measure the stone is in the wall, when the work is done. We can't arrive at any accurate measurement now. We approximate the quantity with the deduction of twenty-five per cent off, which will stand for the final measurement in the wall. The way we propose to measure it is in the wall; that is the only way we can accurately arrive at the quantity with the deduction on each approximate estimate of twenty-five per cent.

*Mr. Canavan*—Could stone furnished, according to the original contract, be furnished for the sum named in your contract—six dollars and sixty-five cents—according to the specifications—the original specifications?

A.—From that quarry?

Q.—Yes.

A.—No, sir; it could not, nor for twelve dollars and seventy-five cents.

Q.—It could not for twelve dollars and seventy-five cents?

A.—No, sir. Nobody bidding under twelve dollars and seventy-five cents expected to put in stone according to the specifications; that is, it could not be furnished from that quarry for less than twelve dollars and seventy-five cents.

Q.—Was ever some of the stone sent back?

A.—Yes, sir.

Q.—Did the architect or the Commissioners ever notify you that the stone was not in proper order?

A.—Yes, sir.

Q.—Did I do it?

A.—Yes, sir. You did it; yes.

Q.—Did the architect ever write you a letter?

A.—He has.

Q.—On one occasion or more?

A.—He has on more, I think. He has on one that I remember of, and I think, probably, on more. As far as the contract price of that stone is concerned, I think it is a very low price. I know that that stone is worth a great deal more in this market than contract price for it, and I know that I could not furnish that stone for that price had I not facilities that I don't think any other contractor here could have; that is, the facilities of railroad. I pay for that facility, it is true; but I don't know of any other man contracting for stone in the city who would be likely to get that accommodation, even for pay, and had I to haul that stone over those streets this Winter with trucks, I could not afford, I don't think, for the money, it would leave any margin for profit, and I don't think it could be done.

*Mr. McCeney*—What is that stone worth now, as you deliver it? Somebody to come and take it away from there?

A.—Well, sir; I suppose that stone could be sold for nearly double what it is there, if there was a market for it; but there is not much market for it. I could have sold stone in small quantities for a very large price, but my position was such that I could not sell stone for any price, because I am not allowed to. I am under, as you are aware, an obligation to the Commissioners and they to the Government that that stone can't be used for any other purpose. Therefore I made no inquiry for a market for the stone, for I have given bonds. If that stone was all mine where it is, or in any other lot in this town, the Commissioners or nobody else could get it for that price.

*Mr. McCeney*—Could they get it for ten dollars?

A.—No, sir; I don't think they could.

Q.—What are you paid for it?

A.—Six dollars and sixty-five cents.

*Mr. Canavan*—What are you doing now to comply with the requirements of the Commissioners in extra expense at present? The Commissioners asked you about using more dispatch sending in stone?

A.—Yes, sir. I am using all dispatch I can possibly, and I am now negotiating for additional facilities to get stone here faster. I have been freighting stone by schooners, and I am now endeavoring to negotiate for a steam tug. The wind at this season of the year, and for perhaps the next two months, is likely to be light, and I propose to procure a tug.

*Mr. Aldrich*—I move to adjourn until half-past ten to-morrow morning.

The motion was carried.

Here the committee adjourned until half-past ten o'clock to-morrow morning.

SATURDAY, February 3d, 1872.

# TESTIMONY OF WILLIAM J. LEWIS.

WILLIAM J. LEWIS called, sworn, and examined:

*Chairman*—What is your occupation?

Answer—I am a civil engineer.

Question—Do you reside in this city?

A.—Yes, sir.

Q.—How long have you lived in San Francisco?

A.—Fifteen years; since eighteen hundred and fifty-six.

Q.—Have you been connected with the public works in this city, county, and State?

A.—Yes, sir; since eighteen hundred and fifty-one; for the last twenty years.

Q.—Please state to the committee the most important jobs you have been civil engineer of.

A.—I was engineer in the survey and construction of the San Francisco and San José Railroad; made three surveys there and then superintended the construction; I began in eighteen hundred and fifty-one, and we made a failure, as is well known; but I made a survey in eighteen hundred and fifty-one, made another in eighteen hundred and fifty-five, and finally in eighteen hundred and fifty-six we commenced the construction of the San Francisco and San José Railroad; between those dates I have made the survey of the railroad between Benicia and Marysville.

Q.—Were you the engineer of the road to its completion?

A.—What road?

Q.—The San José Railroad.

A.—I was engineer of all the different enterprises from eighteen hundred and fifty-one till it was completed.

*Mr. Canavan*—What date?

A.—Eighteen hundred and sixty-three or eighteen hundred and sixty-four; till the railroad was opened.

*Chairman*—Have you been connected with any other important improvement of the city?

A.—I was engineer of the Western Pacific Railroad from San José to Sacramento; also engineer of the Southern Pacific from San José to Gilroy; and also engineer of the State Harbor Commissioners' work in this city; I suppose the rest of the matter is of no use; it would just be swelling your evidence.

Q.—Your experience as engineer in concrete and rubble stone work is somewhat extensive, Mr. Lewis?

A.—Well, in regard to stone work, my experience carries a great number of years; as regards concrete it is confined to a small number of years, beginning in eighteen hundred and sixty-three; well, within the last nine years; I cannot say that either; well, it is limited.

Q.—Have you seen the work being done in the new City Hall?

A.—I have.

Q.—Have you examined it?

A.—Yes, sir.

Q.—What is the quality of that work?

A.—What portion of it, if you please?

Q.—The concrete.

A.—The concrete is good; I examined that particularly. The cement is of the first quality; I examined it in several places. I think there ought to be a little more care in cleaning the sand, or something of that kind; but the result of the matter—I examined it as to the result, and, notwithstanding I was not entirely satisfied with the management of it, the result is good. It is good concrete. I examined it in many places. The concrete is certainly good.

Q.—Have you examined the stone work—the rubble work?

A.—Yes, sir.

Q.—What is the quality of that work?

A.—The material is good.

Q.—The workmanship?

A.—Not good.

Q.—Not good?

A.—No, indeed it is not. The material is this Angel Island stone; but it was a bad material to work that. But then, confining it to that—to the material—I am very sure that the work is not as well done as it ought to be, without looking at the specifications, because I have had no opportunities to look at them. I know my evidence will differ from others, and therefore I prefer that you would bring in practical masons. I am supposed to be rather severe on every thing of that kind, as you know.

*Chairman*—I will ask the Chairman of the Board if they have the specifications by which that work is done—the specifications that have been read?

*Mr. Canavan*—Yes, sir.

*Chairman*—They are doing the work according to the specifications?

*Mr. Canavan*—As near as it can possibly be stipulated.

*Chairman*—You evade the question. I ask have you specifications aside from these that have been read?

*Mr. Canavan*—No; they were not read here; no, sir.

*Chairman*—I would ask if the specifications under which the contractor is doing the work were the same specifications under which you received bids?

*Mr. Canavan*—Yes, sir; they are. Those are the specifications under which they are doing the work.

*Chairman*—The specifications under which you received the bids from the contractors have been read before the committee?

*Mr. Canavan*—No; the specifications you have heard referred to the stone and the quarrying; but you have not heard the specifications relating to the building.

*Chairman*—Did you not have specifications prepared before that work was let?

*Mr. Canavan*—Yes, sir; long before. We had them printed and several copies distributed—sent to every paper and others. I think we sent you one.

*Chairman*—Did all the bidders on that work have access to the specifications?

*Mr. Canavan*—Not only that, but we sent them to them; to nearly every bidder in town, all the engineers, and every newspaper.

*Chairman*—Mr. Lewis, I will ask you if that work is being done according to the specifications? In your opinion, as an engineer, would the specification be drawn up properly?

A.—I have not seen the specification, that is the trouble.

Q.—If the work is being done in accordance with the specifications, then are they drawn up properly or improperly?

A.—Have the specifications been drawn properly?

Q.—Yes, sir; if the work is being done according to the specifications?

A.—No.

Q.—Would you accept work of that kind?

A.—I am speaking now about rubble work.

Q.—The rubble stone work?

A.—I would not; I would not accept any work built as that has been built; I wish you would bring in all practical masons to say whether I am correct or not.

Q.—Do you consider that work sufficient to support a structure such as the City Hall is intended to be?

A.—The stone is good stone, but it ought to be dressed, but the way they are laying that makes it insufficient; I do not think there is any established mason in this city who will approve the mode that work is being done; I looked at it with a good deal of care, it is not in the material, it is not in the mortar, but it is in the manner the work is being done. I want to save the time of the committee, and therefore you will allow me to cut across several of your questions.

*Mr. Aldrich*—In this matter we are investigating to find if there has been any improper uses made of the money, or improper collusion between the contractors and the Commissioners; do you know of any such thing?

A.—I do not know anything about it.

Q.—You have seen no evidence of it in your investigation there or anywhere else?

A.—Nothing at all; I have had nothing to do with it at all.

*Mr. Canavan*—Mr. Chairman, and gentlemen of the committee, I arise to say that we have no questions to ask this honorable gentleman at all; we have the evidence of Mr. Von Schmidt and Calvin Brown and many others who are as well versed as he is, and as experienced, and we design to ask him no questions. Further, I would remark that if this is the line of conduct which you are to pursue to-day in bringing up evidence that the work is not well done, we would like you to give us notice that we might be prepared to rebut it. For instance, General Alexander will give his opinion that the work is well done, and a great many others; I think it is useless to do so, for it will only take up time.

*Chairman*—I desire that you should be entirely satisfied with the investigation.

*Mr. Canavan*—I am entirely satisfied so far. Will you answer the question as to whether that is to be the line of conduct?

*Chairman*—That is what we are here for. If you are paying for improper work we have got to find it out, if we can.

*Mr. Andrews*—[To the witness.] I would like you to tell us why you think that work is not well done, so that we can understand it?

A.—Well, yes; I will answer that question with pleasure. The stones are not bedded at all—a large portion of them. They are not horizontal beds; they are not vertical joints; and the angles are such that they

would press the work apart. The stones are landed there, as you can see for yourselves, gentlemen—I presume you walked around—the stone is landed, put in place, and afterwards backed up, or perhaps not backed up. It is such a structure that I declare I cannot indorse it at all. You have got mechanics amongst you, and you can see it yourselves.

*Mr. Mott*—What do you mean by “backed up?”

A.—There is stone of all sorts and shapes put down, just landed from the derricks, and they are without any form or dressing. I do not know any of the parties, and I have made a great many enemies I know, for saying this; but you can see for yourselves, and that is rather better than all my evidence. These stones are all landed and backed up under them, instead of having horizontal beds.

*Mr. Canavan*—How many buildings have you superintended?

A.—What do you mean by buildings? The railroad work, etc., I began in eighteen hundred and twenty-eight.

Q.—No. How many buildings have you superintended?

A.—That is no part of my business at all.

Q.—You have had nothing to do with building houses?

A.—Not at all; no, sir.

*Mr. Aldrich*—You have had a great deal to do with abutments of railroad bridges?

A.—I have had a great deal to do with them, and I suppose, therefore, I am the more severe; because it is necessary to be thorough in railroad building. I want that understood as a matter of justice. We have risks to run which you do not have in buildings, I want that understood.

*Mr. Canavan*—In passing trains over bridges, the abutments need to be very strong, do they not, and the arches?

A.—Yes, sir; but with the present truss bridges—Howe bridges—there is not that necessity. The weight does not come on the masonry.

Q.—The strain is just as great?

A.—Oh, no; that is all obviated. It was very true formerly, but it is not now, with our modern plans.

*Chairman*—In your experience as an engineer, in the case of a shock of an earthquake, do you think that wall will stand?

A.—That rubble?

Q.—Yes?

A.—It is not work that I could approve of at all, either with or without an earthquake; the stone is good, but then I rather think that a good stone could be found here that would have obviated a great deal of this difficulty; it is very hard to make a good structure out of that Angel Island stone; that used has been quarried out in the quarries.

Q.—It has been stated that there are no sheet quarries in this State; do you know whether there are or not?

A.—Well, I was very much surprised to see that stated by several of the witnesses, and I presume it is not hard for me to tell you why that is not so; if you go along the Alameda Cañon, or over here in Alameda or Contra Costa Counties, there is any amount of good stone; all that we used on the Western Pacific Railroad for those high bridges was obtained right along there in Alameda Cañon; and further, all the stone we used on the San José Road here; my impression is, all the principal masonry of the first twelve miles was obtained from the ridge extending from the Abbey summit, San Bruno ridge; that stone obtained from the San Bruno ridge is as good stone as can be found anywhere, and comes out in good form; our bridges were built of that, and those bridges are well known; I suppose they extend from here to fifteen miles below, all



built with stone of that kind, dressed with good square faces, and obtained at reasonable prices.

*Mr. Aldrich*—Is that what is understood as sheet quarries?

A.—It is; they are sandstone or granite, and come out in rectangular forms, nearly at right angles.

*Mr. Canavan*—You say they are granite?

A.—On the Alameda side they are sandstone, on this side they are nearly granite; well, portions of mica and hornblende; of course you need not go any further into it; you know what I mean; I think they ought to have had a square stone, a stone that will come out in rectangular form.

*Mr. Canavan*—We ought to have granite, I suppose, if we could get it cheap enough?

A.—Granite, or sandstone from Alameda.

*Mr. Canavan*—O, yes; we would if we could have got it cheap enough.

A.—I have no doubt that these gentlemen worked as economically as they could, but the question is whether or not they have been too economical and done a great deal of mischief; that is what is the matter.

## TESTIMONY OF DANIEL SHEERAN.

DANIEL SHEERAN called, sworn, and examined:

*Chairman*—Do you reside in this city?

Answer—I reside at Lone Mountain Cemetery—corner of Bush and Lyon streets.

Question—What is your occupation?

A.—Stonecutter by trade, but employer by occupation.

Q.—Did you make a tender for stone for the City Hall?

A.—Yes, sir.

Q.—Was the contract awarded to you?

A.—No, sir.

Q.—Were you the lowest bidder?

A.—No, sir; I was not.

Q.—Were you the next lowest?

A.—I was not. I desire to state to the gentlemen here that I do not wish to be put on the record as a disappointed man. I endeavored to get the contract, and I failed; but I was not disappointed in the matter.

Q.—Please state all you know about it.

A.—Any particular questions you ask I will answer them.

Q.—What did you bid on?

A.—Specifications for stone for the building.

Q.—What did the specifications call for?

A.—They called for dressed stone—pointed and dressed off and lewised.

Q.—Were you instructed by any one of the Commissioners, or any one under their employ, that specifications would be modified?

A.—Not to my knowledge.

Q.—Do you know whether you were or not?

A.—I know positively I was not until after the contract was let.

Q.—Did you hear the evidence that you were?

A.—I did not, sir.

Q.—The specifications you estimated from were for dimension stone, were they?

A.—Dressed stone; well, they are more than dimension stone; they were to be pointed and dressed with straight beds, etc.—stones to be lewisied with any size and kind of lewis the architect might call for.

Q.—If you had known the kind of stone now used would have been used, what would have been your bid for the class of stone?

A.—For that you will allow me to make a calculation. I am not prepared to answer now. That is, providing I was called upon for such stone as they are using.

Q.—Yes, sir.

A.—[After making a calculation]—Well, my bid would not be at the outside for the present material four dollars. It would be probably less if I was in competition with the trade for furnishing such a material. I would be inside of four dollars.

Q.—Was it fair competition for the mechanics in this city to bid upon those specifications, and have them modified afterwards orally—verbally—by the architect to some and not to others?

A.—Such action, sir, I do not approve of. I do not consider it just on the community, because my bid would have been inside of four dollars, for such material as they received; and I can give proper bond for all such assertion.

Q.—You can give proper bond for any contract you undertake?

A.—Yes, sir; I have all facilities.

*Mr. Aldrich*—What was your bid?

A.—Ten dollars and forty-five cents for such dimension stone as was called for—either ten dollars and forty-five cents or ten dollars and fifty cents.

*Chairman*—Do you know anything about building stone wall?

A.—I have built some.

Q.—Have you seen that wall now being built?

A.—I have merely seen it; I have not examined it.

Q.—You have not examined it?

A.—No, sir; I understood there was to be some investigation, and I did not want to be called upon, to tell you the truth about it.

*Mr. Aldrich*—You have not seen this work?

A.—No, sir; I have just merely seen it running through, but I know nothing at all about it.

*Mr. Canavan*—Will you make a calculation for us as to what the stone would cost; what the wharf would cost; where you would get the iron for your work and bring it up, and what you would pay for it, etc.?

A.—Yes, sir; in making a contract for so many thousand feet it amounts to but a very small trifle compared with the whole amount.

Q.—What would the wharf cost you?

A.—The necessary expense to put the quarry in order would be little. The quarry was in proper order before; I was there, and know something about the quarry. To put the derricks in proper order it would cost about three thousand dollars for the quarry. It would require about three derricks, and each would cost about five hundred dollars, and with a small little bit of a railroad to the derricks to take the stone away from the quarry to lay it on the vessel; it would require two if you have two landings.

Q.—What would the wharves cost?

A.—Only a trifle.

Q.—Let us hear what the trifle is?

A.—The trifle would not amount to three hundred dollars, and two hundred dollars for lumber. I made the calculation. I do not remember the exact figures, but I can give you the calculation. I could have given the exact figures if I had known I was to be called. As near as I can remember it cost about two hundred dollars for the lumber, and the waste from the quarry would fill up the wharf. It had to be just a bulk-head, only to keep the waste from sliding out, and the waste from the quarry would make the wharf.

Q.—Was the stone to be pointed and dressed?

A.—Yes; dressed and bedded in corners of fifteen to twenty inches. So I made a calculation upon furnishing proper stone like that.

Q.—Now answer this frankly—if, on your visits to the office of the City Hall Commissioners, you were ever treated otherwise than respectfully, and given every information in our power?

A.—I have not a particle of complaint; I was treated like a gentleman. I am fully satisfied with everything except the specifications. I was satisfied with them at the time, but not after they were modified.

Q.—The treatment you received by the Commissioners was always satisfactory?

A.—I was always satisfied.

Q.—How was it to others?

A.—There was nothing that I saw. They treated me like a gentleman, and I presume they treated other gentlemen the same as they did me.

## TESTIMONY OF JOSEPH BRITTON.

JOSEPH BRITTON called, sworn, and examined.

*Chairman*—What is your occupation?

Answer—I am a lithographer.

Question—Do you reside in this city?

A.—Yes, sir.

Q.—Have you seen the work now being done on the new City Hall building?

A.—We did a warrant that the City Hall Commissioners used for the Commission; did the engraving and filling of the warrant.

Q.—What did that cost?

A.—I forget now; it was, I think, something like two hundred dollars. I didn't keep it in my mind, but that would be about the price of it I think.

Q.—Have you seen any of the work that is being done?

A.—No, sir.

Q.—Any of the material that is furnished?

A.—No, sir; I know nothing about the building, at all, except from reports as we get them in the newspapers.

Q.—What do you know about the conduct of the Commissioners?

A.—In regard to what?

Q.—The direction of the City Hall building?

A.—Nothing in that regard.

Q.—Or anything else?

A.—The only thing that I know is in regard to the plan we did for Mr. Marriott, and he paid for it.

Q.—It was done by Mr. Marriott?

A.—Yes, sir.

Q.—Who paid you?

A.—Mr. Marriott.

Q.—Do you know what he got?

A.—I do not; we assigned the warrant over to him, and they paid him in our name.

Q.—They paid Mr. Marriott in your name?

A.—Yes, sir; he asked me to assign it to him.

*Mr. Canavan*—Mr. Marriott, at his own expense, got up a lithographic plan of the new City Hall and published it, and we consented to pay half the expense; the bill was made out in Mr. Britton's name—that is all there was about it.

*Mr. Aldrich*—Mr. Marriott got out the work and you paid part of the expense?

*Mr. Canavan*—Yes, sir.

*Mr. Aldrich*—How much was it?

*Witness*—I think about three hundred dollars; I didn't look at Mr. Marriott's bill.

*Mr. Canavan*—Mr. Marriott got less than he paid, I believe.

*Chairman*—What was the amount?

*Mr. Canavan*—I forget, I believe it was less than he paid. He lost money by it.

*Chairman*—Do you know the amount?

*Mr. Canavan*—I don't, just now.

*Chairman*—Do you know the amount, Mr. Eastland?

*Mr. Eastland*—No, I don't just now; we can get it.

## TESTIMONY OF EDWARD DONNELLY.

EDWARD DONNELLY called, sworn, and examined.

*Chairman*—What is your occupation?

Answer—A contractor.

Question—How long have you resided in this city?

A.—About twenty years, I think.

Q.—Did you make a tender for doing the concrete work on the City Hall?

A.—I made a tender for laying the concrete; and also made a tender previous to that for the dimension stone, as advertised.

Q.—Were you the lowest bidder for the concrete work?

A.—I was, sir.

Q.—Was the contract awarded to you?

A.—It was not, sir.

Q.—Do you know the reason why?

A.—I never gained that information yet. I demanded the contract, and Mr. Eastland told me it was awarded to Mr. Jordan.

*Mr. Aldrich*—That was for laying the concrete?

A.—This was for laying that. I would like to go back further than that, sir. I also bid for the dimension stone. I had peculiar facilities for furnishing it; and I found other stone was taken, and I didn't bid on it.

*Chairman*—You bid for dimension stone?

A.—Yes, sir.

Q.—In accordance with the specifications?

A.—In accordance with the specifications.

Q.—The specifications called for dimension stone?

A.—The specifications called for dimension stone.

Q.—You were the lowest bidder for dimension stone?

A.—That I don't know; I rather think not.

Q.—Was your bid received?

A.—Yes, sir.

Q.—It was considered by the Commissioners?

A.—Yes, sir; it was all considered.

Q.—Did the lowest bidder get that contract?

A.—The bids, as I understood them, were received for dimension stone. The contract was awarded for those rubble stone; that is not dimension stone. In other words, the bid was awarded not in accordance with the terms of the specifications.

Q.—Did you have any information from the Commissioners, or their Secretary, concerning those specifications, or modifications of them, before you made your tender?

A.—No, sir.

Q.—Did you hear from any one that such modifications were to be made?

A.—I heard so for the first time here to-day.

Q.—What would have been your bid for the stone as now being used for rubble stone?

A.—I just heard Mr. Sherrin's bid. He said four dollars; I would not do the work under five dollars.

Q.—Do you know the price Mr. Seale is getting?

A.—I believe it is six dollars and twenty-five cents or six dollars and thirty-five cents.

Q.—You would have done it at one dollar and twenty-five cents less than Mr. Seale is getting?

A.—Yes, sir.

Q.—Did you have any conversation with Mr. Laver about the bulkhead?

A.—There were specifications here calling for bids for concrete that I thought very elaborate, and I wanted some explanation. If they are in the room I would like the privilege of seeing the specifications, because I wish to make good any statement I make. It will save a good deal of trouble probably.

*Mr. Cunavan*—The committee can see those specifications?

*Witness*—No, sir; because as I claim I was the lowest bidder, and having made certain statements through the press I would like to substantiate them here.

*Mr. Cunavan*—We will give you that opportunity by and by.

*Chairman*—Subsequent to that did you have any conversation about laying concrete?

A.—Specifications were drawn by Mr. Laver and clerk; I believe they were very well drawn; upon the strength of that I bid, with one exception; it showed an elaborate bulkhead around the foundation, to protect

the sand going under the foundation; I thought at the time that there was no need for it, as the specification was also for ramming sand, and I could not see the necessity of a bulkhead when the sand was to be removed; I spoke with others about it, and they all concluded it would be a very heavy expense; as to those things in my bid I left out the supposed cost of the bulkhead; the result was, that I was lower than the rest of the contractors; at the time I thought I would be, and the result showed that I was; my bid was one dollar and seventy-four cents for laying the concrete, and for removing the sand forty-two cents; the specifications called for three or four separate bids; called for bids as advertised; it said sealed proposals would be received for the laying of so many thousand yards of concrete; that was the advertisement; nothing is in it about the removal of sand and putting up a fence, as advertised in the papers; but when the specifications were examined in the office there was then separate estimates in writing—proposals for so much per cubic yard for ramming in surplus sand; then, following that, was other specifications, giving the size of the bulkhead or fence, rather, to be placed around the lot; but the length was not given, and I believe there were some offices—two offices 10x12—just shifting offices, that could be moved around the lot; it was said the successful contractor would have to build them at his own expense; it was somewhat complicated, and I called on the architect once or twice; I may be mistaken, but it seemed to me that he did not give the information as freely as I sought it, and I was left somewhat in the dark in regard to the bid; the bulkhead was the principal item that I left out; I bid for laying the concrete, so much; for the grading, so much; and so on; the result was that I was the lowest; the contractor was to give a builder's certificate for performing the work, and this was something I could not thoroughly understand the drift of; neither do I yet; I called on the architect and Mr. Seale, or Mr. Eastland, I forget which of the two gentlemen, and they told me the principal object was to keep incompetent men from bidding for the work; one of the two told me that in this city; it must be remembered that there is no such a thing as laying concrete here; in older countries it is done, but here the material is perfectly new; it is only used on Government work, and, of course, but one contractor has that; and with laboring men, of course, it is impossible to get it from them; I had my suspicions at the time, of course; whether they were right or not is immaterial; I then sent in a communication to Mr. Eastland, with my bid, asking him to vouch for me as being able to perform the work; when the bids were opened they kept them in days; they were not awarded immediately; I don't think Mr. Canavan was in the city; and Mr. McLane, I went to his office and could not see him; I was not acquainted with the gentleman.

*Mr. Eastland*—No, you are mistaken; it was Mr. McLane, who was absent in Idaho; Mr. Canavan was ill.

*Witness*—I could not see either of the gentlemen.

*Mr. Canavan*—It was well known that I was sick at the time.

*Witness*—I heard you were unwell, sir; Mr. Eastland, on the third day, I think it was, told me the work was awarded to Mr. Jordan. Now, then, as to the bids that were examined here: I claim to-day that Mr. Jordan was not the successful bidder, and his bid was more informal than mine; as the gentlemen hold me to the letter of the law, I wish to judge them by the same rule; for instance, his bid for laying concrete was two dollars and twenty-four cents per cubic yard; his bid then made no bid whatever for removing the sand; and he stated he would

do the bottom work for two dollars and ninety-five cents or two dollars and ninety cents—something of that kind; by that rule he will get seventy cents for ramming the sand, when he can remove it for thirty or thirty-five cents; and my bid was forty-two; the amount that was to be got out was a very large amount, and it could be done for thirty cents, but to remove five or six or seven thousand yards, or perhaps ten, the railroad would not think it worth while to come up there; his charge is seventy cents for removing it, and from the lot into the street fifteen cents more, or probably ten or twelve.

*Chairman*—Well, your bid was the best that was there then, I understand you?

A.—Yes, sir.

Q.—Why was it not accepted; was any reason assigned?

A.—I failed to get a certificate, I presume; I heard so from other gentlemen since, and from a Commissioner as well; I believe that is the reason assigned.

Q.—Did Mr. Laver assign any reason for advising the Commissioners to pass over your bid?

*Mr. Eastland*—[interrupting]—Mr. Chairman, one of the requisites was that the men bidding should furnish certificates as to their knowledge and competency for that sort of work; Mr. Donnelly has just testified that he furnished no such certificate, and his bid was not received.

*Chairman*—You state that you were the author of a communication which appeared in one of the daily papers?

A.—Yes, sir; I merely stated those facts relative to the concrete; if I was incompetent for laying the concrete, the successful bidder must have had certificates.

*Mr. Eastland*—They are all on file.

*Witness*—I presume he had certificates; but I could have done the work in the same style.

*Chairman*—Have you seen that concrete work as it is made?

A.—Only once.

Q.—What is the difference between the concrete as made and the specifications for the work?

A.—Well, they are not the same at all.

Q.—Wherein does it differ?

A.—I would like to have the specifications here. I can prove it by their own architect.

*Chairman*—I suppose those specifications will be here soon.

Q.—Are you aware of any test made by the Commissioners of rock for concrete?

A.—For myself, I have only hearsay. I could not prove that. Some three or four days before this contract from Telegraph Hill was awarded, I understood it would be awarded to Mr. Miles, although he was not the lowest bidder. I asked my informant how it could be done. He said it would be very easy to make a test to destroy the red rock, and then make a test to exhibit the other. Whether that was done, of course I don't know.

Q.—Who told you this?

A.—I rather think it was Mr. Miles. I think he is in the room and can state whether it is so or not. As I have appeared somewhat in the form of an accuser, I would like to call your attention also to the stuff furnished for the concrete. So far that has not been touched on.

Q.—Please state what you know about it.

*Mr. Aldrich*—We have had concrete all through, and a great abundance of it—

*Witness*—[interrupting]—No, sir; I will let the concrete alone.

*Mr. Aldrich*—[continuing]—If this gentleman is a concrete man, let him state it.

*Witness*—I am passing over that.

*Chairman*—I only desire testimony as to the first month or six weeks of using that material, to ascertain whether it is of the same quality.

*Mr. Canavan*—You have just proved by Mr. Lewis that the concrete is good. Do you wish to impeach your own witness?

*Chairman*—So far as the cement is concerned, he said.

*Witness*—I will let that pass. I refer to the material furnished. There was also bids inviting proposals to furnish materials for concrete according to the specification samples shown. The Telegraph Hill rock was taken amongst others. At the very same place where it was taken on the hill, I took a sample and presented it; but I found on examination that there was only a ridge only eight or ten feet thick; and I was afraid to bid on that, and didn't bid on it; but it was so awarded. Now, the bank that the rock was taken from is about sixty feet high. That matter has not been followed out.

*Mr. Canavan*—Are you one of the disappointed contractors?

A.—No, sir, I am not; because I have my remedy, I think, in the Courts; under the law, I consider you have no right to exact anything from a bidder beyond his bond.

Q.—Why do you think you have your remedy in the law if you are not a disappointed contractor?

A.—What do you mean by disappointed?

Q.—Well, if you do not understand that I have no further question. You say no concrete has been used in this city?

A.—Very well; it has been used in the Mint, and in one or two places.

Q.—Do you know of any in the Market street reservoir?

A.—Yes, sir; there is some there.

Q.—Do you know of any used at Lake Honda?

A.—Yes, sir.

Q.—Do you know of any at the Dry Dock?

A.—Yes, sir; there is in that new gas company's work; I am aware of all the places.

Q.—Why didn't you enter a certificate to do the work?

A.—Because it is not customary.

Q.—Didn't you try to get a certificate?

A.—I did not; no, sir; I would not go to any man living, because under the law you have no right to require it.

*Mr. Aldrich*—I submit that we are not on our proper business at all.

## TESTIMONY OF MICHAEL FENNELL.

MICHAEL FENNELL called, sworn, and examined:

*Chairman*—What is your occupation?

Answer—I am a practical stonemason, properly speaking, or brick-mason.



Question—You reside in this city?

A.—Yes, sir.

Q.—How long have you resided in this city, and how long in the State?

A.—About twenty-two years, less a few days.

Q.—Have you had much experience in building rubble stone work?

A.—I have had, sir.

Q.—Have you seen the work now being done at the new City Hall?

A.—I have, sir.

Q.—What is the quality of that work?

A.—Well, I never saw any work like it before; it is very rough work; there is no attempt made at vertical or horizontal joints at all, or of any consequence, not enough to do any good.

Q.—In your opinion, would it stand the test of an earthquake shock?

A.—I don't think it would even stand the test of common sense or reason.

Q.—It is not such work as you have been in the habit of doing, or seeing done, on any public building?

A.—No, sir. I have been accustomed to work for forty years; I never saw anything like that.

*Chairman*—I will not touch the quality of the material; I think there has been sufficient evidence on that.

Q.—You were contractor on the State Capitol, putting down the foundation there, I believe?

A.—Yes, sir.

*Mr. Aldrich*—Do you think that foundation sufficient to sustain a building of that kind?

A.—So as to be plain about it, I don't think the foundation any benefit at all. Many others may agree with me that there is really no necessity for a concrete foundation at all. Our sand is supposed to be sufficient to hold up anything.

Q.—I am speaking now of the stone work.

A.—I believe I have given my opinion upon that.

Q.—You do not think it sufficient to sustain the building?

A.—No, sir. The material is good. A good mechanic can make first class rubble work out of that, but nothing more. But there is no attempt to build at all according to what I have been accustomed to. It is the easiest thing in the world to have found this out by good practical masons. They will undoubtedly give their opinion, and I will guarantee that I will take a truck and ten or twelve men and put in twelve yards a day of that in that style, when, to do it well, I could not put in two.

*Chairman*—Would work of that kind be accepted by competent architects?

A.—No, sir; I never saw it. I have built heavy works in Canada, in the States, and here.

*Mr. Aldrich*—Have you contracted here for buildings? Are you a contractor?

A.—Yes, sir; not a contractor, but a practical mason. I am a practical mason, sir.

Q.—You have been a contractor, and had jobs also for buildings?

A.—I built the — asylum here in eighteen hundred and fifty-six, eighteen hundred and fifty-seven and eighteen hundred and fifty-eight; the Court House in Sonoma in eighteen hundred and sixty-nine; and then I have built buildings in San Luis Obispo—a great deal here in early days.

Q.—You were an applicant for a contract?

A.—No, sir.

*Mr. Canavan*—You are not in business now at all?

A.—No, sir. I do some work for myself or a friend.

*Chairman*—In your opinion there is no necessity for concrete there at all?

A.—None at all.

*Mr. Aldrich*—Is there not a difference of opinion in regard to that among mechanics?

A.—I suppose so. If there is an unlimited quantity of money as to the amount, it may be well enough to spend it among the men; but there is no necessity for it. I will point to the "Occidental" for example, and to many other buildings that are one hundred feet high. Where there is sand there is no necessity for anything of the kind, at all.

*Mr. Canavan*—The Commissioners decline to ask Mr. Fennell any questions.

## TESTIMONY OF THOMAS WALSH.

THOMAS WALSH called, sworn and examined:

*The Chairman*—What is your occupation?

Answer.—I am a stonecutter. I have not worked at it for some time, however.

Question.—Did you make a tender for furnishing the stone to the City Hall Commissioners?

A.—Yes, sir.

Q.—Did you comply with the requirements of the Commissioners in making that tender?

A.—Yes, sir; I made it according to the specifications.

Q.—Were you the lowest bidder?

A.—No, sir; not by a good deal. My bid was sixteen dollars a cubic yard, according to the specifications. The bid was signed Reese & Walsh.

Q.—Did you have any information from any one of the City Hall Commissioners, or any one connected with them, to the effect that the specifications would be modified?

A.—No, sir.

Q.—Did you hear any person say that they would be modified?

A.—No, sir; never.

Q.—What would have been your bid if you had known at the time you made your bid that the stone that is now being used would have been accepted by the Commissioners?

A.—Well, it would depend on—if I could furnish those stone that they are now furnishing—well, between five and six dollars a cubic yard, as they are now furnishing it; but I would not furnish that stone according to the specifications, dimension stone of the same quality as specified, not for twenty-five dollars, and follow specifications; because I have got some of that stone eighteen years ago, and I know what it is.

Q.—Then you had never seen or heard of any modified specifications prior to your bidding?

A.—No, sir, not prior to the bidding.

Q.—Are you a judge of rubble stone work?

A.—Yes, sir, I pretend to be. I worked about eighteen years at it; served my time.

Q.—Have you seen the work that is being done by the City Hall Commissioners?

A.—I have not, sir; no, I have not. I never went on the ground. I merely seen the stone delivered, and that was about all.

Mr. Canavan—You say you could furnish such stone as they are now delivering for six dollars?

A.—Yes, sir; five or six.

Q.—But, according to the original specifications, you would not for less than twenty-five dollars?

A.—Not out of that quarry, sir; but I could furnish as good a stone and fill the specifications for less. From that quarry, I would not do it for twenty-five dollars, and fill the specifications.

Q.—That they are using, you could not furnish it for less than six dollars?

A.—Well, between five and six.

Mr. Canavan—I suppose all of the contractors whose bids were not accepted will testify to the same thing. We will admit that all of the disappointed contractors will swear to about the same thing.

Chairman—Will you also admit that there were no specifications except those on which they bid?

Mr. Canavan—We have proved that there were modified specifications.

Chairman—Will you admit that there were no modified specifications submitted to them?

Mr. Canavan—We have shown there were modified specifications.

Chairman—They testify to the contrary.

Mr. Canavan—We have proved that every man was informed of the modification.

Chairman—They don't so testify, Mr. Canavan.

Mr. Canavan—Well, that has been proved here.

## TESTIMONY OF CHARLES H. GOUGH.

CHARLES H. GOUGH called, sworn, and examined:

Chairman—What is your occupation?

Answer—I am a contractor; formerly have been.

Question—How long have you resided in this city?

A.—Twenty-two years.

Q.—Are you accustomed to do rubble stone work?

A.—Well, some kind of stone work; yes, sir.

Q.—Have you seen the work that is being done at the new City Hall?

A.—No, sir; I never have been there since they commenced work.

Q.—What do you know about that work?

A.—I don't know anything about the work at all.

Q.—Or the material?

A.—I know nothing about the material, except I saw the stone that goes there up on the cart; that is all I have seen; and the rock down on the wharf.

Q.—Did you bid for furnishing the stone?

A.—Yes, sir.

Q.—For the rubble wall or for the concrete?

A.—Both.

Q.—For furnishing the stone for the rubble wall, did you have access to any modified specification?

A.—Modified specification?

Q.—Yes, sir?

A.—I don't know what you would call them. I had only one specification that was given to me.

Q.—What did that specification call for—dimension stone—good stone?

A.—If my recollection serves me right, it called for dimension stone. I know it did. I bid on it. I have not had time to call my attention to this thing. I was just subpoenaed on the outside, and came in here. I didn't know there was an investigation going on. If I saw the specification I could recognize it very likely.

Q.—Did you have any information from the Commissioners or the architect that the specifications would be modified?

A.—No, sir.

Q.—Did you hear of anything of that kind?

A.—No, sir; nothing was said to me about it.

Q.—What would have been your price, if you had known the stone now being used would have been accepted?

A.—Well, that would be a very hard matter for me to answer. I should have to make arrangements with the cars. I only bid on rock I could furnish simply.

Q.—What would have been the difference between dimension stone and such as is being used now?

A.—I should judge there would be a good deal of difference.

Q.—Difference in the cost?

A.—Yes, sir.

Q.—How much?

A.—I could not judge now. It is impossible to state. It would take some time to ascertain that fact. There certainly would be a good deal of difference between dimension stones and just plain rock from the quarry. As I stated before, I don't know what kind of rock they are using, except what I saw on the wharf. I don't know what they are putting in the building.

Q.—Do you consider there was a fair competition in furnishing that stone?

A.—So far as I am aware of, yes, sir. I bid upon the specifications and the printed advertisement. As far as I know, everything was done properly and right. There were two bids lower than mine.

Q.—Are you aware that they are not using dimension stones, as specified?

A.—I am not aware. I never followed it up, or looked at it at all. As I stated before, I have never been to the building.

Q.—If that was the case, would you then consider it a fair competition?

A.—Well, not on bidding; no, sir.

*Mr. Canavan*—The Commissioners have nothing to ask.

*Mr. Canavan*, after some discussion between the committee and the

Board of Commissioners, stated on the part of the Commissioners that they were perfectly satisfied with the thoroughness of the investigation so far.

Here the committee took a recess until one o'clock, P. M.

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AFTERNOON SESSION.

TESTIMONY OF WILLIAM PATTON.

WILLIAM PATTON called, sworn, and examined:

*Chairman*—What is your occupation?

*Answer*—I am an architect.

*Question*—Residing in this city?

*A.*—Yes, sir.

*Q.*—How long have you resided in the State of California and in this city?

*A.*—Since eighteen hundred and forty-nine.

*Q.*—Have you been architect of any important buildings in this city?

*A.*—I have done a few important buildings in this city and State.

*Q.*—Where did you study the profession of architecture?

*A.*—In England.

*Q.*—Are you familiar with the work that has been done out at the City Hall?

*A.*—I have never seen the work on the City Hall.

*Q.*—Were you a competitor for the City Hall plans?

*A.*—Yes, sir.

*Q.*—Your plan was not adopted?

*A.*—I received a complimentary premium.

*Q.*—Did you make an estimate of the cost of your plan?

*A.*—I made a rough general estimate, with sufficient care so as to come pretty near it.

*Q.*—What was that estimate per cubic foot?

*A.*—According to the manner in which it was done. It would cost from one million eight hundred thousand dollars to two million two hundred thousand dollars.

*Q.*—Upon what basis did you base your valuation of that building?

*A.*—By measurement.

*Q.*—What did your plan measure?

*A.*—I really forget the length of it. I think it was somewhere about three hundred and fifty feet by four hundred. I really forget, exactly. It was a square plan, and a circular Hall of Records.

*Q.*—Do you recollect the cubic contents of it?

*A.*—I never made an estimate of the cubic contents.

*Q.*—Did you see the plans submitted by the competing architects?

*A.*—Yes, sir.

*Q.*—Did they all conform to the printed instructions of the Commissioners?

*A.*—No.

Q.—Do you know the plan adopted by the Commissioners? Did you see that?

A.—Yes, sir.

Q.—In your opinion, what would that building cost?

A.—Well, it would be all guess work. That building would be about eight hundred feet long. I measured the external walls, at least my partner did, who was in with me on the City Hall competition, and I have no reason to doubt his accuracy; he made twelve hundred running feet of outside wall more than my plan, and I should conclude, if I were guessing at it, that it could not be done for less than five million dollars.

Mr. Canavan—This gentleman's plans called for a square building for a triangular site, and they were rejected as entirely inappropriate.

Chairman—Was the plan adopted, in your opinion, a good one?

A.—There were merits in the plan and many demerits.

Mr. Mott—Ask him if this estimate was made after the modified plan was adopted.

Chairman—No; I understood him to say it was on the plans and specifications at the Mechanics' Institute.

Mr. Andrews—He is not speaking of the modified plan.

Witness—In the matter of lighting it was in no way superior to many others there, my own not included. In the arrangement of the interior it was very defective. Rooms were put in improper places. On the principal, or Court-room floor, which was made *mezzanine* or *entresol*, many very important rooms had their windows run up into the ceiling behind the cornices; and in the story above, many of the windows ran down to the floor behind the base, as represented in the drawings; and the front door entrance was eight feet at the threshold below the ground floor which it assumed to approach, and no accommodation inside to get up that eight feet. On the modified new plan, if I may be allowed, or, on that plan itself, was marked in pencil a number of steps approaching each corridor from the main rotunda, thereby breaking the continuity of the passages or corridors. The Hall of Records was a low room, not more than seventeen feet high, of the area specified, I presume; whilst the Clerk's room above it was a magnificent chamber, forty-five feet high, with paneled ceiling and profusely decorated. That is about the main point. The plans were falsely represented in perspective. The tower measured three hundred and twenty-four feet high, and triangular, on the plan, above the circular portion of the building, which was a very defective form to stand in an earthquake country. The building appeared low from its immense length, comparatively, whilst it was actually twelve or fourteen feet higher than any other plan there. The representation of the ideas of the plan were falsified. The instructions were not attended to in the matter of the scale of the elevations. Had the elevations been let out on the scale required by the Commissioners in full, and full sections made, the immense discrepancy of size between that and the rest of the designs would have been exhibited at once. The entablature appeared to measure fourteen feet high. It was consequently exceedingly heavy, both for architectural effect and in reality. There was no circular Hall of Records on the original plan. There was an alteration of the plan; but which of the two was adopted I cannot tell in the alterations which have been made since. That is all I know about it.

Q.—Have you seen the altered plans?

A.—I saw a plan that was showed me by somebody, which I was informed was the altered plan.

Q.—What would be the effect of those altered plans?

A.—The French roof is omitted in the altered plans.

Mr. Canavan—All this evidence is irrelevant to the case; you have no right to investigate our choice of the plan; you have no right to investigate this at all, because the law gives us the power to select the plan.

Mr. Eastland—It is giving publicity to the objections of an architect whose plans were not adopted, to that which was adopted; it is the conduct of the Commissioners, I understand, that is the object of this investigation. We had eighteen plans before us altogether, and this gentleman's plan was a perfectly square building, while the lot was a triangular one; and Mr. Wright said yesterday that, in his opinion, the Commissioners had chosen the very best.

Chairman—Whose plan was adopted for the Hall of Records?

Mr. Eastland—The whole plan of the "Ne Ville Fano," was adopted, afterwards the shape was changed; I think that was suggested by myself; nobody's plan was adopted, that I know of, but Mr. Laver's; the change, I think, was suggested by myself.

Chairman—There seems to be a feeling, from what information I can gather, that there was not fair play in the matter of awarding the premium, to the various architects, and in the adoption of the plans. Certain parties do not consider that there was justice done them in conforming to the printed instructions—that there was more latitude given to one man than another in the changing of plans, etc.

Mr. Eastland—That is a matter which the Commissioners took three months to decide upon, and in examining the plans; and they invited citizens to see them—persons who had experience—and they got assistance from many citizens, and went through all the matter with a great deal of care; I think we have proven that, or at least it is in evidence already. Now, each one of the architects whose plan was not adopted, would no doubt be able to give us reasons why, in his opinion, his plan was better than the one we did adopt.

Witness—Resuming my last discourse: if the circular Hall of Records was adopted, the effect would be low and flat and heavy, especially if divested of its tower, composition, and other salient points.

Mr. Aldrich—I will suggest that a discussion of the plans is not relevant to this case, which we want to investigate.

Witness—That is all on that point.

Chairman—He has got through.

Mr. Canavan—I have no questions at all.

## M. S. ALEXANDER—REEXAMINED.

M. S. ALEXANDER recalled and examined:

Mr. Canavan—Have you visited the City Hall building lately?

A.—Yes, sir; I was there day before yesterday.

Q.—What do you think of the work that is being done there in a general way—the stonework of the building?

A.—I gave my testimony the other evening, I think, about the concrete; you mean the stonework?

Q.—Yes, sir.

A.—This wall is eventually to be covered up, I understand it, by earth around it, and is not to be seen?

Q.—Yes, sir.

A.—I think it sufficient to hold that building, or almost any other I have seen; it is a rough but very substantial stone wall.

Q.—Do you consider it good work in a general way?

A.—Good work for the purpose for which it is intended; it would not be considered good masonry if it was to be seen; but it is good for the purpose.

Q.—Good work both as to material and workmanship?

A.—Yes, sir.

*Chairman*—It has been stated here by a well-known engineer, that there are no level beds or vertical joints in that wall, and that he did not consider it a strong and substantial wall for such a building.

A.—There were level beds when I saw it, built up to a certain place, and leveled off, and then they started again; I understand the stone to be bedded, but not with vertical joints; that is not common in a foundation which is to be covered up hereafter; if a wall is to be seen there ought to be horizontal beds and joints both; I say it is not common—that is, it is not common with that stone; if it is a stone that came out in sheets, it could be made very easily; but it would be very difficult to build a wall of that stone with vertical joints; and I do not think it is necessary for a foundation wall; the more work you put on the stones the better wall you get; but when you get a foundation wall which is never seen, and is strong enough, I should consider the cost of any work put upon it as thrown away.

*Mr. Eastland*—Our Secretary has labored under a mistake, supposing that the books and papers were to be examined out there at the lot, and that we were to adjourn to meet there; but they can be produced in a short time.

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## TESTIMONY OF ROBERT GEORGE.

ROBERT GEORGE called, sworn, and examined.

*Mr. Aldrich*—You had better take this statement which you have furnished and explain it, because we want to get at the cost of the work so far, the whole outlay and something of the details of it.

Answer—This is a statement of the expenditures of the Board of City Hall Commissioners from June eleventh, eighteen hundred and seventy, to January thirty-first, eighteen hundred and seventy-two, [marked "Exhibit G"]. It is taken from the books of City Hall Commissioners; it is given under different heads so as to be more intelligible. The first heading is "Property," consisting of office furniture, etc.

*Chairman*—Is that a correct account taken from the books of the Commissioners—the City Hall Commissioners—and all the accounts?

A.—Yes, sir.

*Mr. Aldrich*—A full and complete account, a transcript of the books?

A.—Yes, sir; not a transcript from the books, but a statement from the balance sheet, just a little more plain than the books themselves, but the amount corresponds with the books, of course.

The witness here read the statement marked "Exhibit G."



*Chairman*—There is an item for putting up the fence; what fence was that?

*Witness*—Two hundred and eighty-nine dollars and forty-five cents for fencing in the lot—there was a portion of the lot not fenced in before, the sand came in on the street and we had to fence it.

*Mr. Canavan*—That was when we first took possession.

*Mr. Aldrich*—There is an item of six hundred and odd dollars for advertising for grading, what is that?

A.—Yes, sir, six hundred and thirty dollars and twenty-five cents; it had to be advertised thirty days daily; it was advertised in four or five newspapers; it was ordered in four papers and many others took advantage of it thinking they had a right to it without ordering—the successful contractors had to pay for the advertising.

Q.—What was the total?

A.—Making a total expenditure of two hundred and ninety-eight thousand six hundred and eighty-four dollars and sixty-six cents; that amount must coincide with the warrants in the Treasurer's office.

*Mr. Aldrich*—That includes nothing paid for stone and masonry at the end of the year?

A.—There are no estimates made yet.

*Mr. Eastland*—It is for the stone; not for the masonry.

*Witness*—Not for masonry.

*Mr. Aldrich*—It has been stated, I believe, how many yards it would take, or what amount of masonry to complete it up to eleven feet.

*Mr. Canavan*—About twenty thousand cubic yards, at three dollars and seventy-four cents.

*Mr. Aldrich*—That is the cost of laying.

*Mr. Canavan*—The cost of laying.

*Mr. Aldrich*—And the stone is how much?

*Mr. Canavan*—Six dollars and sixty-five cents. We have paid for a good deal of the stone. I would like to call attention to one fact in the estimated cost of the building, because I do not think that all this should be charged as cost of the foundation. For instance: there is grading, advertising for sale of lots, auctioneer's fees, steam derrick, etc. Those things are not to be counted in as cost of the foundation merely.

*Mr. Aldrich*—You have a foundation there, and it is in evidence that it is a good foundation and substantial, for a first class building. It has cost, or will cost you, four hundred thousand dollars, including all the expenses. That takes up four hundred thousand dollars out of the money which you have to expend—the one million five hundred thousand dollars. Now, do you expect to go on and complete the building with the balance in that same line of expense?

*Mr. Canavan*—I do. I see you do not understand what I said. The foundation should not be charged with all these expenses, but they should go into the expense of the whole building; not the foundation alone. For instance: we do not expect that this work we have done will have to be repeated, or anything like the expense for the balance of the building. I am perfectly convinced that we shall complete it for a million and a half, or so near it that nobody will complain. I am perfectly satisfied that we can do it for that amount, or so near it, that everybody will be satisfied with it.

*Chairman*—(to the witness)—You say this is a correct balance sheet from the books and accounts of the City Hall Commissioners?

A.—It is a statement from a balance sheet, sir.

*Mr. Aldrich*—I want to ask a question—whether you have known of

any collusion between the Commissioners and the contractors, the Commissioners and the architect, or the architect and the contractors?

A.—None at all, sir. I have never known of anything of the kind approaching to it.

Q.—Have you seen anything that looked like a misappropriation of the public's funds by the Commissioners?

A.—No, sir.

Q.—Situated as you are, if there had been anything of the kind you would have seen it?

A.—Of course, I would have known it, sir. The Commissioners themselves are more a rigorous investigating committee than you are yourselves.

Q.—You have been in their employ since the first commencement of the building?

A.—Yes, sir.

*Chairman*—I do not see any item here for a sum paid to Marriott for lithographing, as some witness has testified to.

A.—Two hundred dollars that was paid him [points out item in document].

*Chairman*—In addition to the amount paid Britton, there was also something paid to Marriott?

A.—No, sir.

*Mr. Aldrich*—Does that item cover the cost of lithographing?

A.—It is all the money that has been paid for that purpose, that two hundred dollars; that was what was paid for that purpose?

*Chairman*—What was the amount paid Marriott in Britton's name?

A.—That is the amount, altogether, advertising and everything—that two hundred dollars pays that.

Q.—Mr. Britton testified that he received two hundred dollars?

A.—I do not know what the amount was now, the amount that Marriott received, whatever it is, that is the amount—that is it, two hundred dollars.

Q.—What amount was paid to Britton?

A.—Nothing beyond that by the Commissioners.

Q.—Or by any other person?

A.—I do not know. We had nothing at all to do with Britton. I did not know him in connection with it at all, I believe. I did know that he lithographed it, but as to any payment, I had nothing to do with him, nor had the Commissioners.

Q.—I heard you read an item for collecting cement barrels, did I not?

A.—Yes, sir; that is a small item. A man has been employed there to collect the cement barrels and other odd work.

Q.—What has been done with those barrels?

A.—They have been returned to Mr. Caduc.

Q.—What amount have they received for them?

A.—There has been the sum of some one thousand six hundred dollars deducted from the contract on account of what have been delivered. When the contract is completed, the whole amount for the barrels will be deducted from his contract at ten cents a barrel.

Q.—Mr. Caduc is credited for all those barrels?

A.—No; he is charged with them at ten cents a barrel.

Q.—I see no account of that one thousand dollar forfeiture on this sheet.

A.—Well, no; because that is only a statement of the expenditures. I did not give you there a statement of receipts. I have not put that in;

that is on this balance sheet. The one thousand dollars stands on our books as cash.

Q.—Will you pass the balance sheet up?

A.—Yes, sir; [hands balance sheet to the Chairman,] I am almost ashamed to show it, because I got it up in a hurry this morning.

Q.—How many deputies has the architect?

A.—He has one chief clerk, and one principal assistant, or draftsman—a chief clerk, draftsman, and engineer—that is, one principal assistant draftsman, and two apprentices.

Q.—What is the amount of the chief clerk's salary?

A.—One hundred and fifty dollars.

Q.—And the second?

A.—It is one hundred and twenty dollars.

Q.—And the third?

A.—Those are the apprentices; thirty dollars, I believe.

*Mr. Laver*—It is twenty-five dollars a month.

Q.—And the architect how much?

A.—Under the law he has three hundred dollars a month; the first assistant has one hundred and fifty dollars; the second, one hundred and twenty dollars, and the apprentices, two of them, fifty-five dollars—that is for both of them—and that makes six hundred and twenty-five dollars, I believe.

Q.—What does the attorney get a month?

A.—Two hundred dollars.

Q.—When was the attorney employed as attorney for the Board?

A.—On the thirty-first day of January, just a year ago.

*Mr. Canavan*—Previous to that we used the services of the City and County Attorney, as we were authorized to do by the Act.

*Mr. Eastland*—The salary of the attorney is fixed by the statute.

*Chairman*—What amount is paid to the general superintendent at the building?

A.—Two hundred dollars.

Q.—What amount does the Secretary get?

A.—One hundred and fifty dollars.

*Mr. Eastland*—That is also fixed by the statute.

*Chairman*—Are the contingent expenses of the Secretary paid; who furnishes the horse and buggy for the Secretary?

A.—It is charged among the general expenses; it is not the Secretary's horse and buggy; it belongs to the Commissioners.

Q.—What is the expense of that a month?

A.—That is a matter of thirty or thirty-five dollars.

Q.—How many assistant Secretaries have you?

A.—One assistant—a copying clerk.

Q.—How much does he get a month?

A.—One hundred dollars.

Q.—How many receiving clerks are there?

A.—Only one now, sir.

Q.—How many have there been?

A.—At the time they were receiving there nights, we had three; but the same clerk that is assisting now was one of them.

Q.—What does he get a month?

A.—The one that is now receiving clerk gets seventy-five dollars a month.

Q.—What was paid to the other?

A.—The same price—seventy-five dollars.

Q.—There were two more?

A.—Yes, sir.

*Mr. Canavan*—That was for a short time only.

*Mr. Eastland*—It was only about ten or twelve days—when they were receiving there at night.

*Chairman*—What duties did those receiving clerks perform; or what does the one that is there now?

A.—He takes account of the stone and cement as it arrives on the ground—keeps account of it.

Q.—Who receives the stone for the concrete?

A.—He receives it; takes the account of it.

Q.—How is that measured?

A.—Well, it has never been finally measured yet; but in the making of the progress estimate, the cart load has been rated at about a yard and one eighth; but to get at a fair average, a box has been built, which holds exactly a cubic yard; and some twenty cart loads, I suppose, have been measured. I do not know how many, because there has not been any return; but that measurement will be continued until we get a fair average of the cart loads. The number of cart loads is given, and that we get; we know that so many have been received, and we are measuring enough to make an average.

Q.—Do you use tickets?

A.—Yes, sir.

Q.—You pass tickets over for every load delivered?

A.—Yes, sir. The tickets are only passed as a matter of settlement between the carters and the contractors. Our count is from the books, without reference to the tickets.

Q.—You receive the number of cart loads delivered?

A.—The cart loads received; yes, sir.

Q.—Do you know if he has examined those carts, when they came in to see if they had full loads?

A.—Oh yes, sir; he is sharp after them.

Q.—Has he ever found any false bottoms in any of those carts?

A.—No, sir.

Q.—Do you know whether he has examined in reference to that or not?

A.—No; I don't know that he has, sir.

Q.—Is your receiving clerk here?

A.—In the room; no, sir; he is out on the ground.

Q.—The reason I ask is, that it has been stated such was the fact?

A.—I don't think it would be possible to attempt to deceive in that way; for the value of the stone is nothing to the carter, and very little to the contractor at the quarry. The cost of transportation amounts to a considerable portion of the cost of the stone itself; and another thing, if such a thing were known, I have no doubt the very men there themselves, the workmen, would inform on any contractor who should attempt such a trick.

Q.—How many attachés are there about that building?

A.—Only one, I think, who is temporarily employed as gatekeeper. His salary is not fixed, I presume. He will get fifty dollars a month.

Q.—What are his duties there?

A.—His duties are to keep the too inquisitive public out, from disturbing the laborers at the work. The gates have to be kept open for

the carts; and there is also a little danger from accidents such as have occurred.

*Mr. Canavan*—That is usual, is it not, in large buildings; that is a matter demanded by the contractors as their right and privilege, not to be disturbed in their work?

*Chairman*—I will state, in reply to the Chairman of the Commissioners, that if I had a contract on that work, I don't think I would exclude any citizen or taxpayer from coming in and examining the work, that thought proper to do so.

*Mr. Canavan*—Oh, everybody is allowed to go in there for that purpose. The gatekeeper has special instructions on that subject.

*Mr. Aldrich*—Has any one been refused admittance when he came to the office for permission?

A.—No, sir; every one who comes to the office, the act of his coming to the office entitles him to a pass, according to the instructions of the Commissioners.

*Mr. Canavan*—At the Mint, ever since working commenced there, they have had two gate keepers, one at each gate, but we have only one.

*Chairman*—Be kind enough to state the aggregate amount from the balance sheet for the printing—advertisement and printing.

A.—I could not do it without segregating the items from the account; I can do that.

Q.—There is one item which you read of one thousand one hundred dollars for advertising?

A.—Yes, sir.

Q.—What was that?

A.—I presume it was for the designs for the plans; that was the largest item; they were advertised very freely everywhere; [examines balance sheet]; there is one thousand five hundred and six dollars; that was the largest; that was for advertising the designs for the plans.

Q.—There is another item of one thousand one hundred dollars. What was that for?

A.—Advertising for proposals for material; that was advertised in four papers, by the order of the Board, and it got in some half dozen others.

Q.—For what length of time was that advertised?

A.—For thirty days; for longer than that because it was postponed; that is the time for receiving the bids; it was advertised for about a month and a half.

Q.—How many squares were there in that advertisement?

A.—I don't know, sir; I examined it at the time; the advertisements are all about the same length; the advertisement for material is a little longer than usual for the advertisement as it is generally put in.

Q.—Who certifies to the correctness of the bills presented?

A.—Such a thing as that I would certify to; anything like the receipt of material or work about the building the architect would certify to.

Q.—Are those bills presented to the Commissioners for their approval?

A.—Yes, sir.

Q.—Have any bills been rejected?

A.—Yes, sir.

Q.—What bills?

A.—One advertising bill was rejected; several bills have been rejected, and afterwards cut down to something like fair proportions, and then have been paid; one bill has been rejected in toto; several in fact of the same kind for advertising; the minutes show all these things; these bills

come up before the Board regularly, and it is always indorsed in the minutes what the action of the Board is upon them.

*Mr. Canavan*—We advertised in New York as well as in San Francisco for the plans.

*Chairman*—How long have those two architects and apprentices been employed?

*A.*—Since August, I guess, sir.

*Mr. Laver*—Since the seventeenth of August last.

*Chairman*—As the building progresses, it will be necessary to add to the forces, will it not?

## AUGUSTUS LAVER—RECALLED.

AUGUSTUS LAVER recalled and examined:

*Chairman*—I will ask Mr. Laver that question. He has been sworn. I have asked Mr. George how long the two architects and apprentices have been employed. His answer was since August last. I will ask now whether or no it will be necessary to increase the force of draughtsmen?

*Mr. Laver*—I see you understand the point. I shall propose it shortly. I cannot get on with such a small staff as I have at present in drawing the details and the general supervision of the work.

*Chairman*—How many do you think it will be necessary to employ to prepare the plans for the various workmen—the plans for the cast iron, wrought iron, and carpenter work.

*Mr. Laver*—That I cannot tell only by comparison with other work of a similar character and size.

*Chairman*—From the experience you have had?

*Mr. Laver*—My partner, Mr. Fuller, at Albany, who has the conducting of the construction of the Capitol, employs some ten or twelve on that building alone. I do not know what I should require as the work proceeds. The utmost economy has been exercised, as you will see, having practical knowledge of such matters.

*Chairman*—What salary does your partner receive as architect on the New York Capitol?

*Mr. Laver*—Professionally, he receives ten thousand dollars. I participate in that to the extent of five thousand dollars myself.

*Chairman*—Is he a partner of yours in this?

*Mr. Laver*—Well, there is not much return from me in this instance. He is a partner; yes, sir.

*Chairman*—Do you think it necessary to have ten or twelve draughtsmen more than you have now?

*Mr. Laver*—Ultimately, I think so: progressively as the requirements of the work may demand.

*Chairman*—I will ask Mr. Canavan if it is the intention of the Commissioners to employ a superintendent for each branch of the work in that building?

*Mr. Canavan*—When it is necessary we shall do so, and not until it is. We have not, as you know, at present but this one, Mr. Duncan; but when business crowds, we shall employ another, I think.

*Chairman*—It is necessary to ask the questions so that the committee may arrive at what, in their opinion, the building would cost.

*Mr. Canavan*—Precisely; yes, that is the reason why I would not bind myself to one million five hundred thousand dollars, because it may be two thousand dollars more for such extra expenses.

*Mr. Aldrich*—Do you expect, Mr. Laver, to complete that building within the cost of one million five hundred thousand dollars?

*Mr. Laver*—Yes, sir.

*Chairman*—When do you expect to complete that?

*Mr. Laver*—If there be no embarrassments I think in the course of three years; there is no difficulty in the way of it that I can see.

*Chairman*—I will ask Mr. Canavan if he thinks he will have money enough to continue the work on the building until the next Legislature shall convene?

*Mr. Canavan*—I think not, sir; we shall have to go on with what money we have. If the Legislature gives us the five hundred thousand dollars which we want, we can proceed; we have received but one million dollars for the lands, but this old City Hall will bring a good deal and the taxpayers will be put to very little expense.

*Chairman*—It will be necessary to make some provision then, so that you can go on with the work without stopping, during the next two years?

*Mr. Canavan*—I would not say it is necessary, because we can go on slowly with the work; but it would be better for the Legislature to make an appropriation so as to go on at once; we hope that whatever bill they pass will be guarded in its provisions, of course.

*Chairman*—As the matter now stands, you have no authority to sell this old City Hall property?

*Mr. Canavan*—No, sir.

*Chairman*—It will be necessary to have legislation for that?

*Mr. Canavan*—Oh, yes, sir; it will be necessary to have legislation.

*Chairman*—Have you had any experts to give you any information in relation to the value of this property, or what it might fetch?

*Mr. Canavan*—We have not, sir; it does not come within the province of my duties at all to go as far as that yet, but is a matter very easily ascertained, what the amount would be, from experts; I think you could tell as well as anybody.

*Chairman*—No, sir, it is not in my line of business.

*Mr. Canavan*—We have a witness here who will testify as to the motive of the person who circulated the celebrated pamphlet signed "Pro Bono Publico," to show that the motive was to bring disgrace upon the Commissioners and the architect.

*Chairman*—I think that is entirely unnecessary, and if you call such a witness at all, it would only be justice to allow testimony for the other party; we have nothing to do with that.

*Mr. Canavan*—Very well, we will not do it.

*Mr. Laver*—Before adjourning this Court of investigation in regard to the City Hall matter, permit me to make a brief statement concerning myself as architect of the work. I wish to state, first, that this is one of the largest buildings now being erected in the United States. I further wish to say that but little provision is made in the statute for the compensation of the architect of this large building, which fact curtails the powers of the Commissioners in this matter, and I now wish to inquire of the honorable Chairman, and his coadjutors on the committee, if it comes within their province to take this important matter of mine into consideration, and whether an opinion or recommendation could not be embodied in their report to the Legislature upon that subject? And

further, I will add that I hope the committee will report before the laying of the corner stone; it being my wish to place the committee's report, with other important papers, in the cavity of the stone as a voucher of the proposed cost of the work. I feel, since the amount of my remuneration has gone before the world, that it will put me, as a professional man, to a very great disadvantage before my professional brethren in New York, as a Fellow of the Society of Architects of the United States—not merely a local institution, but the Institution of Architects of the United States—and also as a member of the Institute of Engineers of America. I would also like to say this in addition, that although this building, I think, is perfect in all its parts, as the plans have been modified, yet I would like to ask if it is not within the province of this committee also to recommend that the more comprehensive plan be carried into effect? I see by the report of Mr. Mullet, the Government Architect at Washington, that he has recommended, and it has been carried out in Boston and in New York—the recommendation in his reports—that in all large buildings of this character a branch Post Office or general Post Office should be designed for the accommodation of large cities. This is fast becoming a metropolis, and I think now is the time to make that provision. There is a wing that can be set apart for that purpose. This suggestion may appear to you or to the committee to be irrelevant, but I feel that I would like to make this building a pride to our western coast.

*Mr. Aldrich*—I would like to suggest to the Commissioners, as well as others, the propriety of consulting our city government before any such action is taken, or before any action is taken, by way of asking the Legislature for appropriations. We find ourselves up there in Sacramento called upon to do the legislation for the City of San Francisco. The most of us are unacquainted with it, and the members from the country are totally unacquainted with the wants of San Francisco, and we have to blunder along and crowd a thing through, and possibly we may go wrong, because we have not proper deterrents in the matter or cannot give it proper consideration. In all matters of this kind, the city government, the Board of Supervisors, the fathers of the city, if there are any such, are the ones who should urge them and put them before the Legislature. Any such recommendation should come, not from the Board of Commissioners or from the architect or from any individual, but it should come from the Board of Supervisors; and if it come from them with proper recommendation, I think that our delegation could accomplish almost anything they desired. The general feeling of the Legislature is favorable to us when we are united and know what we want to accomplish.

*Mr. Laver*—This was only a suggestion on my part.

*Mr. Canavan*—I wish you would take notice that the Commissioners have not requested anything of the kind.

*Mr. Aldrich*—I throw it out as a suggestion, because it seems to me that the city government should have control, or at least know something about it, the same as it should in regard to other matters.

*Mr. Canavan*—I entirely concur in that.

*Mr. Aldrich*—I think we should have the authority of the city fathers to back us up as to what we want or don't want in the matter of legislation.

*Mr. Andrews*—I rise merely for the purpose of indorsing what Mr. Aldrich has said in relation to matters that may come before the Legislature in regard to San Francisco and the interests of San Francisco.



I have seen on the part of the press a certain disposition, or a certain idea manifested, that there is a disposition on the part of members from the interior to meddle in the affairs of San Francisco. Such is not really the fact. I think I may say, in relation to the members from the interior, that they do not have any such disposition. Few persons in this city can realize the difficulty which members of the Legislature have in arriving at the wishes of the people of San Francisco. The only legitimate means by which we can arrive at the wishes of the people of San Francisco is through the members whom San Francisco sends to the Legislature to represent her, and it is very seldom that those representatives are united. When they are divided in their views the Legislature knows nothing in relation to your interests. Not being properly versed in the affairs of your city and county they are at loss to ascertain what are your wishes. Probably the grave difficulty is your so called Consolidation Act. The local government here has not, probably, the powers which a local government should have. I merely throw out this suggestion. There is certainly no disposition upon the part of members from the interior to do aught except that which is for the interests of San Francisco. We look upon San Francisco with pride, and hope that every step she may take will be a step in the right direction—a step towards achieving in a proper manner the destiny which awaits her as the great metropolis of the Pacific Coast.

*Mr. Aldrich*—This business of legislation is comparatively new to me; my interests in San Francisco are large; this is my home, and I feel a very strong interest in the welfare of San Francisco. But as our city is now managed it seems to lack—if I may use the expression—a head. I have observed this matter with surprise since I have been a member, not having heretofore taken much interest in the affairs of our local government. It seems that all demands for legislation that have come to the Legislature have come from different quarters. There is no head to San Francisco—no conservative body; and if we succeed in passing our bill—the Public Works bill—which is a general reorganization of the city government, I don't know that that will remedy the matter by reorganizing and arranging our city government. Something should be done to organize a responsible head somewhere—a conservative body—and until that is done there can be no sound from which instructions properly go to legislators. These ideas occurred to me very strongly, and I don't know that I make myself fully understood. But I think you, gentlemen, who are interested in the city, will understand what I mean—that something should be done to reorganize our municipal government into such shape that it may have some proper authority upon which legislators could confer sufficient power, or which could be entrusted with the power of local legislation. We have had in the Legislature ridiculous bills introduced about little matters—local matters—which seemed to me ridiculous to be carried to the Legislature—matters almost to be laughed at. It makes a representative feel very small. It is not pleasant or agreeable to any man. They are matters which evidently the city should have power granted to attend to, being purely of local concern.

I make these suggestions because I see that gentlemen are present who can take hold of the matter and perhaps devise some plan in the way of change in our municipal organization, so as to enable us to do at least that kind of small legislation which a city requires, without going to the State Legislature for it.

*Chairman*—It may be proper for me to state before we adjourn, that inasmuch as there has been some intimations of feeling on the part of the Board of Commissioners, that so far as I am concerned I have endeavored to act fairly and impartially as Chairman of this committee, and to have a fair, thorough, and complete investigation of the affairs of the City Hall Commissioners. If I have failed, it has been an error of the head, not of the heart.

*Mr. Canavan*—On the part of the Commissioners I will say that we are perfectly satisfied with the manner in which the investigation has been conducted by the Chairman and by the committee, and we return to you our most sincere thanks for the courtesies shown us and the manner in which you have conducted its investigation.

The committee adjourned to meet at Sacramento upon the call of the Chairman.

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BIENNIAL REPORT

OF THE

STATE CAPITOL COMMISSIONERS

FOR THE

YEARS 1870 AND 1871.

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D. W. GELWICKS, STATE PRINTER.

# REPORT

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OFFICE OF THE BOARD OF STATE CAPITOL COMMISSIONERS, }  
SACRAMENTO, November 1, 1871. }

To His Excellency,  
H. H. HAIGHT,  
Governor of California :

SIR: The Capitol Commissioners herewith submit their report for the two years, commencing November first, eighteen hundred and sixty-nine, to November first, eighteen hundred and seventy-one :

At the time of making our last report, we had so far progressed with the work on the Capitol as to feel assured that it could be occupied by the Legislature and State officers in December, eighteen hundred and sixty-nine, to accomplish which, however, we had to anticipate most of the tax of eighteen hundred and seventy. In consideration of this, and the necessity of the early completion of the Capitol, the Legislature of the eighteenth session authorized the Commissioners to issue bonds to the amount of two hundred and fifty thousand dollars, so as to enable them to proceed with the work during the summer of eighteen hundred and seventy. After appropriating fifty thousand dollars for a Governor's Mansion, there remained the sum of two hundred thousand dollars in addition to the unexpended portion of tax of eighteen hundred and seventy and eighteen hundred and seventy-one. Feeling the necessity of as nearly completing the building as possible before the coming of the next Legislature, we have caused the work to be carried on as rapidly as possible, and hope to have the building proper nearly finished by the first of December, eighteen hundred and seventy-one. To do which, however, we have again been obliged to anticipate a large portion of the tax for eighteen hundred and seventy-two.

The Architects' report, which is appended, gives a detailed account of the expenditures since November first, eighteen hundred and sixty-nine, and explains the necessity for large expenditures which had been unanticipated at date of last report.

As authorized by the last Legislature, the Commissioners purchased a block of land between Fourteenth and Fifteenth, and L and M streets, east of the Capitol, for the sum of fourteen thousand dollars, and commenced the erection of a Governor's Mansion thereon. But having

expended the amount set apart without completing the same, it was deemed advisable to suspend the work (except as was so far necessary to protect what had been done from damage), rather than draw further upon the Capitol Fund. It can very easily be completed the coming season.

The grounds around the Capitol should have been graded during the past season. Proposals for doing the same were advertised for, and upon opening the bids, that of W. F. Knox, of Sacramento, was found to be the lowest, but the Commissioners, after considering the large amount of money required for the building, thought best to defer the filling (with the exception of what would be absolutely necessary around the front portico) until next season.

The present cost of the Capitol is one million nine hundred and thirty-nine thousand five hundred and five dollars and eighty-four cents. The Commissioners recommend the continuance of the tax for two years longer, which will afford a sufficient amount for finishing the Capitol and mansion, fencing and grading the grounds, etc.

Respectfully,

H. L. NICHOLS,  
A. F. CORONEL,  
Commissioners.

## REPORT OF ARCHITECTS OF STATE CAPITOL.

STATE OF CALIFORNIA, ARCHITECTS' OFFICE, }  
Sacramento, October 31st, 1871. }

*To His Excellency Governor Haight, and the Honorable Board of State Capitol Commissioners :*

GENTLEMEN: Having been appointed by your honorable Board as Architects of the State Capitol building, we entered upon the duties of the office on the twenty-sixth of August, eighteen hundred and seventy.

On making an examination of the edifice, we found several portions in an unsatisfactory condition. The lead with which the gutters of the roof had been lined had to be removed and lined with copper, the same as balance of roof. The great expansion of the lead had cracked and wrinkled the same in such a manner that it was utterly impossible, and also useless, to repair, and the leakage of the gutters had already done a great deal of damage to the building. The cost of this repair amounted to four thousand three hundred and eighty dollars.

One serious and injurious change had been made in the base of the dome, which was intended on the original design to represent an octagon with projections on four sides, but had been converted into a circle. In other words, the parts between the projections at the four sides of base should have been a straight line instead of a circle, as at present. This change makes the base too indistinct from the upper part of the dome on account of diminishing the projections, and making the base too insignificant for the dome. The former architect, in the execution of the detailed part of the work, had changed the design of the building—which was in the Roman order of architecture—by changing most of the mouldings, both exterior and interior, to Grecian style and form. Upon this change we make no remark, except to disclaim any responsibility for it, as it was done before our connection with the building.

On making an examination of the main portico, we found that the main building had settled two and three-fourths inches below the portico. This was occasioned by the main building being built up to its full height and having its full weight, while the portico had only been built up to top of basement. This settling of the main building had thrown the front of granite piers out of plumb, and the brick arches out of shape, and also cracked several of the granite blocks at the ends. Finding it

unavoidably necessary to take down the granite work and brick arches of main portico, we also, after careful consideration, came to the conclusion to omit the heavy, costly and useless granite steps; the principal reason being to give light to the rotunda in the basement, which is certainly one very important point, adding greatly to the cheerfulness of the principal offices located in the basement and which are in daily use, whereas the greater part of the upper stories is only used four months every two years. This change will also add greatly to the more lofty and graceful proportions of the building, exclusive of the saving of from fifty to sixty thousand dollars in said change; and when the grounds surrounding the building shall have been arranged, with its necessary terraces and steps, the utility of omitting said outside steps will be more easily perceived.

It is a source of sincere regret that the front portico cannot be fully completed before the meeting of the Legislature, as was intended by the Commissioners and the Architects, owing to the length of time required for finishing the statuary for the pediment, which cannot be finished before next March. The models for said statuary have been executed by Mr. P. Mezzara, of San Francisco, and will be formed of artificial stone by the Pacific Stone Company, of the same place. They consist of five figures, viz: Eureka, with the Bear as central figure, and the figures of Justice and Mining on the left, and Education, Art, Science and Commerce on the right; figurative attributes of mining and agriculture at the ends. The central figure is eleven feet high.

The north and south porticos will be fully completed before the commencement of the session of the Legislature, in accordance with the original designs.

The most expensive and difficult work performed under our supervision has been the construction of the dome. When we entered upon our duties we found the base of this part of the building built only a few inches above the apex of the roof of the main building.

The dome is constructed of brick and cast iron, the same as the balance of the building, to the spring line of the cupola; the frame of the eupola is of wrought iron, sheathed with wood and covered with copper. The utmost care has been taken in the manner in which the copper has been put on, so as to prevent any injury from the expansion and contraction of the copper. From the top of the dome rises the lantern—the column, base and cornice of which are also of cast iron, surmounted by a small cupola formed of wood and covered with copper. The whole is crowned with a copper and heavily gilt ball. The entire height of the building, from the crossing of Tenth and M streets to apex of dome, is two hundred and twenty-three feet. The stairs for access to the galleries of dome, and also to lantern, could not be completed. The amount of cast iron used in the construction of the dome and lantern amounts to three hundred and ninety-five tons. The dome and the rotunda are both rapidly approaching completion and will be finished before the meeting of the next Legislature. The fresco painting could not be finished as desired, owing to the limited space of time, but can easily be accomplished at any future time. In the third story of the building, designed for committee rooms, etc., flooring has been laid throughout, and the various rooms are now all completed and ready for use. The building now contains ample accommodation for all legislative committees, clerks and attachés. A work attended with considerable expense has been the construction of stairs leading from the ground floor to the various stories above. There are four different flights of stairs—one at the east end



and one at the north end of the building, and two at front or main entrance; the steps and risers are of ash, the newels, rails and balusters, of black walnut, enriched with laurel. The steps will be covered with lead and the work performed with an eye to long years of service.

We found the arrangements for heating the Capitol building and its various offices to be of the most primitive and inefficient character. The fact that a building of such massive and vast proportions had been, so far as the walls and arrangement of the rooms are concerned, constructed without the slightest and most ordinary regard for heating, rendered the task of remedying the evil a difficult as well as an expensive one; but it was necessary that the work should be done, if the Capitol was to be occupied by human beings, and we have, to the best of our ability, endeavored to supply the grave and almost unaccountable omission. The hermetically sealed basement was opened in order to ventilate the building properly, and space made to receive the boilers for heating and other purposes. Walls had to be cut into and the floors taken up throughout the building, in order to place the heating pipes, thereby creating immense expense and waste, which would have been rendered unnecessary had the precautions for properly heating and ventilating the building been taken at the proper time, viz: when the walls were in course of construction. Complete heating apparatus has now been put in position, and pipes and heaters placed throughout all parts of the building, so that for the future every office and hall in the edifice will be properly heated and ventilated. Still the work is not so perfect, in accordance with modern art and improvements in building, as it could have been, had it been performed in conjunction with the erection of the building, and yet it has cost full fifty per cent. more than it would have cost had it been then done.

Gas fixtures and burners of the most modern and approved patterns have been introduced in those portions of the building hitherto unsupplied. An apparatus has been prepared for lighting the dome with electricity, and it can, if thought desirable, be applied to every burner in the building. Want of time only prevented it from being applied to the burners in the two legislative chambers and the Library, before the assembling of the Legislature.

The stairways, the vestibule, the rotunda and the entire third story, have been plastered throughout, and the exterior of the building entirely cemented.

The building has been painted and grained throughout, including the painting of the dome, and the work of frescoping the dome, the rotunda and the vestibule will be completed by the first of December.

The work of making the large doors for the main entrance will also be completed by that time.

Accompanying this report, marked "A," will be found a detailed statement of all the expenses upon the Capitol building since the date of the last report of the Architect, November, eighteen hundred and sixty-nine.

Exhibit "B" contains our estimates of the cost of completing the building, with the exception of statuary for top of building and niches in rotunda, improving the Capitol grounds and fencing the same. These have been carefully prepared, and, if not accurate, are as near so as it is possible to make them.

We should be doing injustice to ourselves and to the intelligent mechanics who have really done the immense work which has been performed upon the Capitol, did we fail to make this grateful acknowledg-

ment of the aid we have received from the foremen of the different departments. They have always been faithful in the performance of their respective duties, and have exhibited marked capacity in their respective branches of the mechanical employments. Their honesty, intelligence and general efficiency we cordially vouch for.

The foremen are: William L. Herndon, bricklayers; B. F. Alexander, carpenters; N. P. Langland, stair builders; Hobson & Ayres, gas fitters, etc.; Ed. Dooley, plasterers; Thomas Jones, painters; Schoeder Bros. frescoers; C. C. Hickey, stone cutters; James Ryan, riggers; J. Day, blacksmiths; John Kehoe and William Laufkotter, roofers; James McGuire, blacksmiths.

We are also much indebted to John Lewies, carpenter, for the efficient aid rendered by him in the construction of the dome.

Mr. Daniel F. Beveridge, time keeper, is deserving of especial credit for the attention and zeal manifested by him in the performance of his difficult and arduous duties. Though he has had to keep the labor accounts of hundreds of different men, we have heard of no instance of a mistake committed by him, and can heartily indorse him as an accurate and faithful book keeper.

Where so many men have been employed, it is impossible to specify more than the foremen of branches, but we must not omit to speak in general terms of the industry, skill and general good conduct of the men who have been employed upon the Capitol in the several departments. Their works have proven them to be good mechanics; their conduct, good citizens.

All of which is respectfully submitted.

HENRY KENITZER,  
A. A. BENNETT,  
Architects.

## EXHIBIT A.

*Pay Roll State Capitol Building, from November, 1869, to October, 1871, inclusive.*

Pay roll for November, 1860, two hundred and seventeen men.....	\$22,148 93
Pay roll for December and January, 1870, thirty-seven men.....	3,686 41
Pay roll for February and March, 1870, nineteen men.....	2,138 27
Pay roll for April and May, 1870, ten men.....	1,140 50
Pay roll for June, 1870, eleven men.....	1,026 25
Pay roll for July, 1870, twelve men.....	1,032 25
Pay roll for August, 1870, twenty-four men.....	1,694 63
Pay roll for September, 1870, eighty-one men.....	3,849 04
Pay roll for October, 1870, one hundred and six men.....	5,318 91
Pay roll for November, 1870, eighty-four men.....	4,622 25
Pay roll for December, 1870, one hundred and seventeen men.....	7,486 25
Pay roll for January, 1871, one hundred and nineteen men	8,479 24
Pay roll for February, 1871, one hundred and seventy-seven men.....	9,212 00
Pay roll for March, 1871, two hundred and nineteen men ..	14,698 24
Pay roll for April, 1871, two hundred and seventy men.....	23,049 11
Pay roll for May, 1871, three hundred and sixty-four men..	28,400 12
Pay roll for June, 1871, three hundred and seventy-nine men.....	33,428,00
Pay roll for July, 1871, three hundred and thirty-seven men .....	29,141 06
Pay roll for August, 1871, four hundred and six men.....	40,422 19
Pay roll for September, 1871, four hundred and fifty-seven men.....	42,653 94
Pay roll for October, 1871, four hundred and thirty-two men.....	44,726 55
	<hr/>
	\$328,354 14

*Bills for the Construction of State Capitol Building from November, 1869, to October, 1871, inclusive.*

H. C. Kirk & Co., paints, oils, etc., Sept. 24, 1869.....	\$7,698 34
J. J. Cadogan, lime and plaster, Oct. 25, 1869.....	2,156 99
Howland, Angell & Co., iron railing, Oct. 25, 1869.....	217 68
Pacific Quartz Roofing Co., roofing, Oct. 30, 1869.....	30 00
S. Kellett, plaster decorations, Nov. 1, 1869. ....	36 00
G. B. & J. H. Knowles, balance due on lumber, Nov. 1, 1869	143 21
Hartwell, Stalker & Co., sawing, planing, etc., Nov. 8, 1869	3,544 26
Sacramento City, water pipe, Nov. 8, 1869.....	350 52
Wm. Mara, expenses to San Francisco, Nov. 8, 1869.....	50 00
W. A. Hedenberg & Co., hardwood, Nov. 13, 1869.....	417 80
E. Washburn, turning, Nov. 17, 1869.....	8 00
Thos. H. Selby & Co., gas and lead pipe, etc., Nov. 19, 1869	6,743 49
Whittier, Fuller & Co., paints, glass, etc., Nov. 22, 1869.....	16,415 42
S. F. & P. Lead and Shot Works, lead pipe, etc., Nov. 22, 1869 .....	4,657 33
Cal. S. N. Co., freight, Nov. 22, 1869.....	87 25
E. Power, carving, Nov. 23, 1869.....	178 50
E. Power, allowance on earving, Nov. 23, 1869.....	15 00
Kittredge & Lervitt, finishing locks, Nov. 23, 1869.....	333 00
Huntington, Hopkins & Co., hardware, Nov. 24, 1869.....	10,568 39
Hunt & Anderson, blinds, mouldings, etc., Nov. 24, 1869...	5,439 58
Strable & Hughes, veneers, Nov. 24, 1869.....	390 41
J. McGuire, iron railing, Nov. 24, 1869.....	621 25
N. L. Drew & Co., lumber, Nov. 25, 1869.....	26,301 59
H. T. Holmes & Co., lime and plaster, Nov. 25, 1869.....	2,392 10
F. S. Van Winkle & Co., iron, Nov. 25, 1869 .....	190 22
John Perry, drayage, Nov. 25, 1869.....	1,687 12
Justin Gates & Co., paints, oils, etc., Nov. 25, 1869.....	402 00
G. M. Parker, clocks, Nov. 25, 1869.....	200 00
G. M. Parker, allowance on clocks, Nov. 25, 1869.....	50 00
Haner & Hobby, doors, mouldings, etc., Nov. 26, 1869.....	922 00
Jas. Carolan & Co., hardware, Nov. 26, 1869.....	2,594 45
Halladie & Co., wire sash cord, Nov. 26, 1869.....	467 50
Geo. Schmeiser, machine work, Nov. 26, 1869.....	305 65
Union Wood and Coal Yard, wood and coal, Nov. 26, 1869.	387 50
Williams & Co., castings, Nov. 27, 1869.....	244 64
P. J. Devine, balance due on contract for marble slabs, Nov. 30, 1869.....	3,853 18
H. Cadwallader, 249½ days extra compensation, Dec. 1, 1869 .....	124 62
Hasselgren & Wilson, making doors, Dec. 10, 1869.....	102 00
M. R. Rose, boring well, Dec. 11, 1869.....	48 56
Jas. Easton, 10 per cent. added on price of desks, Dec. 13, 1869 .....	4,785 00
J. B. Wilson, sheet iron, etc., Dec. 13, 1869.....	225 96
Middleton & Hobson, on account gas fixtures, gas fitting and plumbing, etc., Dec. 22, 1869.....	33,223 38
A. Schuck, carving, Dec. 24, 1869.....	109 30
Carried forward.....	\$138,719 19

Brought forward.....	\$138,719 19
Jeremiah Day, additional compensation, Dec. 24, 1869... ..	259 00
A. Evers, charcoal, candles, etc., Dec. 25, 1869.....	308 05
A. Leonard, City Tax Collector, grading and planking Tenth street, Dec. 27, 1869.....	3,610 38
Sacramento Gas Co., gas fixtures, Dec. 27, 1869.....	125 70
Sacramento Water Works, water, Dec. 27, 1869.....	154 00
Wm. Sharp, green cloth, etc., Jan. 3, 1870.....	174 60
T. E. Bartolini, plaster ornaments, Jan. 4, 1870.....	30 00
Walters & Bowers, loss on brick contract, Feb. 18, 1870.....	2,000 00
J. Breuner, counter and book case for Treasurer's office, Mar. 31, 1870.....	2,801 00
Mark Foster, brass castings, April 8, 1870.....	27 25
J. C. Devine, marble slabs, April 23, 1870.....	33 00
San Francisco Times, advertising, July 30, 1870.....	30 00
R. C. Terry & Co., tin, Aug. 27, 1870.....	42 63
John Kehoe, sheet copper, Sept. 20, 1870.....	828 34
Hobson & Ayres, gas fixtures, heating apparatus, plumbing work, pipes, etc., Sept. 26, 1870.....	43,668 56
D. E. Callahan, empty cask, Sept. 26, 1870.....	7 50
J. Dillon, sand, Sept. 27, 1870.....	1,233 50
Laufkotter Bros., hardware, solder, etc., Sept. 27, 1870.....	2,371 04
Phil. Callahan, brick, Sept. 27, 1870.....	8,672 23
Central P. R. R., castings, Sept. 30, 1870.....	74 68
Sacramento Foundry, castings, Oct. 25, 1870.....	234 07
Hugh Donnelly, drayage, Nov. 12, 1870.....	4 00
Miners' Foundry and M. Works, castings, Nov. 26, 1870...	96,790 46
J. Bethell, stationery, Dec. 20, 1870.....	22 50
Edwards & Co., stationery, Dec. 26, 1870.....	148 25
Supervisors of Sacramento County, walnut, Dec. 26, 1870..	74 90
C. Rave, services as locksmith, Dec. 24, 1870.....	28 25
A. Coolot, artist pencils, Jan. 19, 1871.....	2 25
Guttenberg & Lehman, castings, Jan. 26, 1871.....	237 24
P. T. Morris, granite, Jan. 30, 1871.....	91 25
Horace Adams, machine work, Mar. 24, 1871.....	2,692 74
Bryant & Strahan, wood carving, Mar. 25, 1871.....	8,494 90
Brittain, Holbrook & Co., sheet copper, April 3, 1871.....	8,523 97
H. M. Bernard, walnut and ash, April 12, 1871.....	4,241 02
G. Griffith & Co., granite, April 18, 1871.....	2,375 13
John Wigmore, veneers, April 22, 1871.....	243 50
O'Connell & Co., sheeting, May 10, 1871.....	73 16
California P. R. R., freight, May 22, 1871.....	31 00
N. P. Langland, sawing, planing, etc., May 23, 1871.....	4,653 00
James O'Neil, plaster ornaments, May 26, 1871.....	2,556 85
Friend & Terry, lumber, May 26, 1871.....	876 28
Phil. Caduc, coal, etc., May 29, 1871.....	531 24
D. O'Connell, ornaments, June 26, 1871.....	8 00
Mocker & Quale, plaster, June 26, 1871.....	453 50
P. Mezzara, on account bas relief figures, July 31, 1871.....	4,000 00
Sanders & Bofinger, copper ball, Aug. 16, 1871.....	80 00
Steamer Enterprise, freight, Sept. 26, 1871.....	6 75
Carried forward.....	\$342,644 86

Brought forward.....	\$342,644 86
William McLaughlin, drayage, Sept. 26, 1871.....	20 00
Bronner & Clark, candles, Sept. 26, 1871.....	12 75
W. L. Herndon, rope, blocks, etc., Sept. 26, 1871 .....	46 86
Sweeny & Bro, one-half of station metre, Sept. 26, 1871 ..	300 00
P. Bannon, lime, Sept. 26, 1871.....	11 50
Thomas H. Selby & Co., allowance of interest on invoice copper.....	669 18
Mark Foster, nine months and nine days extra compensa- tion, Sept. 26, 1871.....	139 50
J. Carolan & Co., to correct error for balance of account.....	224 16
H. Kenitzer, inspector of iron, etc., from November, 1869, to October, 1871, inclusive.....	1,800 00
Salaries of Commissioners from November, 1869, to Febru- ary, 1870, inclusive.....	833 00
Salary of G. P. Cummings, as Architect, from November, 1869, to February, 1870, inclusive.....	1,118 50
I. W. Shore, Secretary Board of State Capitol Commis- sioners.....	1,200 00
A. A. Bennett and Hy. Kenitzer, as Architects, from Aug. 27, 1870, to October, 1871, inclusive .....	4,200 00
Leon R. Myers & Co., cement, etc., Oct. 26, 1871.....	1,759 50
A. C. Wiley & Co, labor, Oct. 26, 1871 .....	40 50
Nevada Ice Company, ice, Oct. 26, 1871.....	24 75
H S. Crocker & Co., stationery, Oct. 26, 1871.....	44 00
Wm. H. T. Clark, gilding, etc., Oct. 26, 1871 .....	700 00
G. J. Cross, drayage, Oct. 26, 1871 .....	11 00
Warren & Kemp, material for doors, Oct. 26, 1871 .....	850 00
J. C. Devine & Bro., marble slabs, Oct. 26, 1871.....	738 04
Sullivan, Kelly & Co., glass, Oct. 26, 1871 .....	500 00
John Gluyas, inspecting boilers, etc., Oct. 26, 1871 .....	125 00
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	\$358,013 10

## EXHIBIT B.

*Approximate Cost of Finishing Building and Grounds.*

Statuary for pediment.....	\$5,440 00
Porticos, exclusive of tiling.....	11,000 00
Marble tiling for portico.....	6,200 00
Balustrade .....	4,252 00
Outside painting.....	20,000 00
Rotunda railing.....	6,550 00
Stairs to galleries and lantern of dome.....	1,822 00
Granite steps for terraces.....	7,800 00
Granite ashlar and coping for wall, inclosing grounds two and a half feet above sidewalks.....	35,000 00
Filling up grounds.....	88,958 00
Iron fence and gates.....	35,000 00
Thirty lamps and posts.....	1,520 00
Brick work, nine hundred thousand laid in wall.....	22,500 00
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	\$247,242 00

# REPORT OF ARCHITECT OF GOVERNOR'S MANSION.

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STATE CAPITOL OF CALIFORNIA,  
Architect's Office, Sacramento, October 31st, 1871. }

*To His Excellency Governor Haight, and the Honorable Board of State Capitol Commissioners :*

GENTLEMEN: Appointed by you as Architect of the Governor's Mansion, I entered upon the duties of the position in August, eighteen hundred and seventy. The plans for the building had then been decided upon and accepted by your honorable Board, and I proceeded with all possible dispatch to carry them into effect.

Ground was broken in excavating for the foundation on the twenty-sixth of August. Proposals for furnishing the necessary materials were advertised for under the direction of the Commissioners, which resulted in favorable contracts being entered into for lumber, etc.

The excavations for the foundation being completed, the brick and wood work were pushed forward as rapidly as possible, and vigorously prosecuted until the month of June, eighteen hundred and seventy-one.

During the month of June it was ascertained that the appropriation made by the Legislature was very nearly exhausted; so far exhausted, in fact, that there was not enough left to inclose the building, so far as to protect it properly against the weather, except by drawing upon the force employed on the State Capitol; and this resulted, in spite of the utmost efforts at economy. As you are aware, the Legislature appropriated only fifty thousand dollars for the mansion; fourteen thousand dollars of this sum was paid for the grounds, which, with other preliminary expenses, left only about thirty-five thousand dollars for the construction of the building—a sum altogether inadequate for the purpose. The edifice was designed and has been constructed with a view to what was needed to fulfil the purpose for which it was intended. It is perfect in all its appointments, as should be the official residence of the Chief Magistrate of a great State. The building consists of a basement, two stories and an attic; the basement being built of brick and the remainder of the building of wood. Of course, when the appropriation for the Mansion was made by the Legislature, no one had any estimate of the cost of such a structure, and there is no reason to believe that the Legislature thought that the amount voted would wholly suffice to complete the work. It can be finished in accordance with the plans for the sum of thirty-eight thousand dollars.



The amount thus far expended upon the Mansion will be found in "Exhibit A," accompanying this report, where details of the expenses are given in full. I also append "Exhibit B," containing careful estimates for completing the work. Before closing, I will state that there is on hand a large quantity of finishing lumber, and other material of considerable value.

The Mansion has been insured in the Home Mutual Insurance Company, for the sum of thirty thousand dollars.

In my efforts to secure the completion of the building I was ably seconded by John Vorhees, foreman of the carpenters; Mr. S. Horan, foreman of bricklayers; Charles Waters, of the plumbers and gasfitters, and Henry Koppikus, painters. Mr. W. A. King, the time keeper, by his assiduity and attention to business, did much to promote economy in the work, and is entitled to my gratitude for the aid rendered.

The men employed in all departments were active in the discharge of their duties. And performed their labor with zeal and fidelity.

All of which is respectfully submitted for your consideration.

A. A. BENNETT,  
Architect.

## EXHIBIT A.

### *Pay Roll of Executive Mansion.*

Pay roll for month of September, 1870, seven men.....	\$434 00
Pay roll for month of October, 1870, sixty-one men .....	3,451 00
Pay roll for month of November, 1870, fifty-nine men .....	3,699 00
Pay roll for month of December, 1870, twenty-two men....	1,685 00
Pay roll for month of January, 1871, twenty-six men.....	2,313 75
Pay roll for month of February, 1871, twenty-six men.....	2,334 25
Pay roll for month of March, 1871, three men.....	380 50
Pay roll for month of April, 1871, three men.....	411 50
Pay roll for month of May, 1871, three men.....	397 00
Pay roll for month of June, 1871, three men.....	402 00
Pay roll for month of July, 1871, twenty-nine men.....	3,096 82
Pay roll for month of August, 1871, thirty men .....	1,280 20
Pay roll for month of September, 1871, twenty-eight men.	1,081 85
	<hr/>
	\$22,967 62
Charles Waters, for gas fitting, plumbing, etc.....	\$6,452 04

A. A. Bennett, as architect, from August, 1870, to September, 1871, inclusive.....	\$2,600 00
Plan of Executive Mansion.....	300 00
W. A. McWilliams, recording title deeds to lot.....	7 00
A. G. Winn, surveying lot.....	20 00
N. L. Drew & Co., lumber.....	8,384 55
P. Callahan, brick and sand.....	3,643 79
Hunt & Anderson, sawing, planing, etc.....	1,287 23
Huntington, Hopkins & Co., hardware.....	1,372 54
H. T. Holmes & Co., lime and cement.....	658 51
J. J. Cadogan.....	338 98
James Culvertson, sugar-pine lumber.....	564 12
Hobson & Ayres, iron pipe, etc.....	399 06
H. C. Kirk & Co., paints, oils, etc.....	270 32
Home Mutual Insurance Company, insurance.....	183 00
Laufkotter Bros., sheet copper, etc.....	123 23
County Treasurer of Sacramento County.....	108 57
Central Pacific Railroad Company, freight.....	58 50
Bryant & Strahan, wood carving.....	3,135 00
Horace Adams, castings.....	31 77
Charles Waters, lead, pipe, etc.....	1,805 19
Patrick Reilley, drayage.....	12 00
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	\$25,303 36

#### RECAPITULATION.

Materials, etc.....	\$25,303 36
Plumbing and gas fitting ....	6,452 04
Pay roll.....	22,967 62
	<hr/>
	\$54,723 02

#### EXHIBIT B.

*Approximate cost of finishing Executive Mansion.*

Stairs .....	\$2,500 00
Lathing and plastering .....	8,000 00
Carpenters' work... ..	12,000 00
Painting.....	4,000 00
Glazing .....	3,500 00
Plumbing .....	6,000 00
Hardware.....	2,000 00
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	\$38,000 00

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TESTIMONY

TAKEN BEFORE THE

COM. ON PUBLIC BUILDINGS AND GROUNDS,

IN RELATION TO THE

CONSTRUCTION OF THE STATE CAPITOL.

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T. A. SPRINGER.....STATE PRINTER.

## TESTIMONY.

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MONDAY EVENING, March 11th, 1872.

### TESTIMONY OF GORDON P. CUMMINGS.

GORDON P. CUMMINGS sworn by the Chairman, Mr. Pardee.

*Mr. Pardee*—You have been identified with the construction of the Capitol as the previous Architect of the building, have you not?

*Answer*—I have.

*Question*—Just go on and make a statement of the facts to the committee as you know them to have existed and to exist. State such facts relating to the construction and expense of the building as you deem of importance for the information of the committee.

*A.*—I was appointed Architect in eighteen hundred and sixty-five, under a commission from Governor Low. I was commissioned to take charge of the construction of the building. I continued in my office until the building was completed to such a stage as to be fit for the Legislature and the State officers, at the close of eighteen hundred and sixty-nine, when I was retired at my own request. The building was completed, with the exception of the amounts which I am able to show by my own measurement—works and amounts of expenditure which I have ascertained more definitely since I came up from San Francisco. I may not be able to state the exact amounts in all cases. Since I came up I have made a careful and very liberal estimate of the moneys that have been expended, according to my idea, since I relinquished connection with the work; and allowing for everything on a liberal grade, and taking in many points of construction which were unnecessary, I have made my figures for the committee. The iron work, for instance, was contracted for with the Miner's Foundry. I take that just at the amount set down. This is a figure of one hundred and one thousand dollars. The cost of bricklaying, lime, and sand, I put at fifty-nine thousand nine hundred and sixty-two dollars. That is for the entire brick work, including material, hoisting, and everything else. I had been in the habit of making a report monthly, into which I took into account all incidental expenses. And I have made in every instance an allowance between ten and eight-hour work where the same should be calculated. I calculated for the stone dressing and setting of the work, seven thousand dollars.

I believe forty-five thousand dollars is the amount paid for it; but I would make it at a very liberal estimate twelve thousand dollars. The cost of the iron—at least one third more than should have been used—amounts to one hundred and one thousand dollars. The setting of the dome, very largely ahead in proportion to anything it cost me, I have put at eight per cent in advance. I have allowed eight thousand four hundred and six dollars. The copper roofing amounted to a little over three thousand two hundred dollars. That, I believe, is in addition to the cost of the copper. I may be mistaken; I think that is the amount. I think Mr. Lawson's bill is one thousand four hundred dollars; I think Mr. Selby's bill for copper was a little over two thousand dollars. I may not be clear as to the separate items, but very near in regard to the whole amount. Now, in regard to the painting I have admitted the work of fifteen men. That is the only way to get at it. The building was completely painted when I left it, except these rooms. That item is twenty-five thousand dollars; and I do not see where they could spend it. The fresco painting—being unable to get precisely at what it ought to have been—being an unusual thing—I took off the books as near as I could, and I give just what was paid, seven thousand dollars. The carpenters' work, with the doors and the lumber, to my great surprise, amounted to thirty-three thousand five hundred dollars. I have got a copy of the last Report of the Commissioners here, in which, if you like to see it, I can show you where I submitted calculations for finishing the work, and I was careful to go over it very fully, and I believe I have set down the carpenters' work at eight thousand dollars. But I did not contemplate such magnificent upholstery, doors, and stairs. Stairs are very hard to calculate, inasmuch as they are a sort of upholstery. They do not come into the general estimates of an architect. They are utterly useless in a building like this—I mean stairs of this kind. They are very expensive. A hundred dollars a step. Mr. Van Dyke will give an estimate of the plastering and mastic. He is an expert on such matters. He has measured very carefully the whole work, taking the yards and corners carefully into consideration—he will give you the amount for that. I believe it is fifteen thousand four hundred and sixty dollars. For plate glass the allowance is two thousand five hundred dollars. For blacksmithing six thousand dollars is allowed. Nine hundred dollars for copper. The whole foots up to three hundred and ninety-seven thousand dollars and twenty-two cents. And I say on my oath that I can construct the whole of it for fifty thousand dollars less. There is not a single point which I have reviewed the value of which I have not estimated. There are others here who will testify in regard to particular portions. I have not had time to estimate in regard to all. I had three offers made to me while in Chicago and Philadelphia and Washington for a contract for completing the work with the heating appliances which I would adopt. My plan was for a proper and perfect system of ventilation. As it is now there is a most defective and injurious system of heating, and the ventilation is in all respects very defective. I measured the stone work carefully, every way, three times. In eighteen hundred and sixty-six Governor Low sent directions to me to have the surface work cutting done by the foot. This was during the ten-hour system. The men murmured at first. Sometime afterward they rebelled altogether, and struck off. Some men went on with the work satisfied with the payment—that was when it was plain work—but when we came to moldings, they could not go on for that price. On plain work they made six dollars per day at one dollar per superficial foot. I meas-

ured this work and made a liberal estimate upon it. And I struck off twenty per cent for the difference between eight and ten hours. And the whole bill did not foot up to seven thousand dollars. And there is not an architect in the world who would give more liberally in his estimate than I have. You will find that charge for this is forty-five thousand six hundred dollars.

*Mr. Pardee*—How much is your estimate on this particular work?

A.—Well, I have allowed twelve thousand dollars; but it really don't foot up to seven thousand dollars.

Q.—And the cost was forty-five thousand dollars?

A.—The cost was forty-five thousand nine hundred and six dollars and four cents. That is one of the most tangible points we can get at, because the others are very much mixed. My calculations were also made for the dome. I want you also to understand that in this explanation I have given you the work as it is. My calculations were for a dome of one hundred and thirty-eight tons of iron. There are three hundred and sixty tons of cast iron in this dome, on the weakest part of the building, and weighing it down. I have taken the material there and given them credit in this account.

*Mr. Pardee*—How many tons do you say there are in the dome?

A.—One hundred and thirty-eight tons of iron. I had copies of a plan for the construction of that dome, of which I left duplicates at Philadelphia. It would have been a great improvement on the present structure. There is a most unnecessary amount of iron put in that dome. From the — to the top —, or the lantern, as you term it, there are three hundred and sixty tons of cast iron, besides all the wrought iron. I made the whole of my estimate to be one hundred and thirty-eight tons. I had that plan looked over in Boston and Philadelphia, and at the State Capitol at Washington by the most distinguished architects. And you might have put the whole City of Sacramento on top of it and it would not have given way if the dome had been constructed as I planned. I say that I could have completed the building, finished it in a proper manner, for two hundred and fifty thousand dollars; that is, I could have completed it in good taste, and with all the appointments necessary for the building. These elaborate staircases, and a good deal of the fancy work in the building, are wholly out of place, in my judgment. And I would not make any estimate for them under that sum; but I have given the parties credit for what that work cost.

*Mr. Pardee*—Have you examined the interior work?

A.—Yes, sir.

Q.—Well, how do you pronounce upon it?

A.—The wood work is very well done—excellently done; but the way the iron work is put together is simply infamous; I never saw anything like the slipshod manner in which the dome is constructed; there are patches into which you can put your hand; the committee ought to go up and look at the iron work on that dome; the gutters—I may say in excuse for myself—were put down at Governor Haight's partial request, because Mr. Selby wanted lead tried. I am candid enough to say that I did not know what effect the climate of Sacramento would have upon lead, and I agreed to the experiment under that condition of things; the roof leaked; those gutters were taken up and new ones put in, and I believe that it leaks worse than it did before. As for the dome, that leaks like a sieve; but that don't hurt anything; that is not of much account; the wind drives the water right through under the roof; but

there is the inner dome which protects it. Mr. Lawson is present, whom you can ask about these things.

Q.—Does the water run down and injure the frescoing when it drives into the dome?

A.—No, sir, it cannot; because there is a secondary roof under that; the brick work in that is solid; I turned it myself. I had a plan for a very handsome dome, but they have spoiled that; they have made a perfect danb of it with Scotch snuff and brickdust.

Q.—Then, does this leak tend to injure the building?

A.—I do not think it does much; except it looks bad, as imperfect work.

Q.—How long has it been since you were discharged as Architect of the building?

A.—A little over two years; I went to the east expecting to finish the work; I wanted to get the necessary plans, after proper consultation, for completing the work in the best manner. I went east under an understanding with Governor Haight, and came back expecting to go to work, but for some political reasons, I suppose, they did not want me.

Q.—What do you say your estimate is for which the building could have been completed after the time at which you were discharged?

A.—I could have completed the building in harmony with other parts, for two hundred and fifty thousand dollars; they have destroyed several portions of the building according to my plans; here, for instance, is a porch in front; that porch is a narrow strip of a Greek temple; I proposed to Governor Low, and expected to make the porch a column wider; I intended to make a porticier or a carriage drive through.

Q.—How much money had been expended upon the building up to the time of your discharge? Can you tell us that?

A.—I can tell you pretty near.

Q.—Just approximate to it; just confine yourself to the question, and tell us as near as you can.

A.—I can tell you pretty near; this statement in the *Alta* was made out from my notes, and I will read it to you, if you like.

*Mr. Pardee*—How long is it?

A.—It gives the statistics very fully. It will give you all the information on the point probably that you desire.

Q.—Then what you read will be a part of your testimony?

A.—Yes, sir; it will be a part of my testimony.

Mr. Cummings read as follows:

“When the causes of the indebtedness of the State Capitol set forth in Governor Booth's late message to the Legislature are investigated, it will be found, we are confident, that speculation and mismanagement have been in the last fifteen months of its construction much greater there than in the whitewashed affair of the Normal School. We will give a few points in the history of its construction prior to the period spoken of. The Act for the first sum of five hundred thousand dollars (which was never quite exhausted) voted by the Legislature to complete the building, was laid aside after the failure of some of the first contracts for the foundation, and a tax bill passed to build it. During the years eighteen hundred and sixty-three, eighteen hundred and sixty-four, and eighteen hundred and sixty-five, there was levied an annual tax of five cents on each one hundred dollars of taxable property in the State as this special fund. In eighteen hundred and sixty-six the tax



was raised to ten cents on the one hundred dollars, and so continues to the present. The product of this tax is as follows: eighteen hundred and sixty-three, sixty-two thousand dollars; eighteen hundred and sixty-four, sixty-nine thousand six hundred and forty-one dollars and ninety-eight cents; eighteen hundred and sixty-five, seventy-two thousand one hundred and ninety-three dollars and ninety-eight cents; eighteen hundred and sixty-six, one hundred and fifty-one thousand three hundred and seventy-eight dollars and ten cents; eighteen hundred and sixty-seven, one hundred and fifty-five thousand dollars; eighteen hundred and sixty-eight, one hundred and ninety-two thousand two hundred and eighty-three dollars and fifty-one cents; eighteen hundred and sixty-nine, two hundred and ten thousand dollars.

"At the end of eighteen hundred and sixty-nine, the work was closed, the building was occupied and substantially finished; but the warrants were overdrawn two hundred and seventy-five thousand dollars. To meet this emergency, the Commissioners and architect decided on doing nothing on the outside until the adjournment of the present Legislature, when there would be two hundred and twenty-five thousand dollars at least in cash for operation.

"The total of the three years of five per cent, two hundred and three thousand eight hundred and thirty-five dollars and ninety-six cents, completed about one third of the first story with its stone work, the most expensive part of the building. The first two years of ten per cent, three hundred and six thousand three hundred and seventy-seven dollars and ten cents, finished this story with its floors of iron and arching, and raised the walls some fifteen feet above it; and the last two years, eighteen hundred and sixty-eight and eighteen hundred and sixty-nine, yielded four hundred and two thousand two hundred and eighty-three dollars and forty-one cents, which, with the unpaid warrants, two hundred and seventy-five thousand dollars—six hundred and seventy-seven thousand two hundred and eighty-three dollars and fifty-one cents—completed the building, so that nothing was wanted for the comfort of its occupants.

"From the stone line to roof it will be seen that the building to this period, as near as can be ascertained by dividing the sums, cost eight hundred thousand dollars. The cube being over three millions of feet, the expense was less than twenty-seven cents per foot. Of this sum, more than one hundred and sixty thousand dollars was for casting alone; and those who view the structure, its solid, fire-proof character, stupendous roof and cornice, with the elegant, complete, and elaborate finish of the interior, with gas, plumbing, sculpture, etc., can make no charge of false economy. This was effected under the Republican Commissioners, Messrs. Redington and Mills, who had sufficient power in the Board to retain their competent and faithful architect, who, fortunately for the State, preferred his art and honor to money. When the Democratic Board assumed control in September, eighteen hundred and seventy, an entire change took place, with astounding results of either mismanagement or speculation, or both, as the results will show. They commenced first with two hundred thousand dollars, voted by the Legislature, and then followed the two years' taxes, amounting to four hundred and eighty thousand dollars. All of this sum is exhausted, leaving two hundred and seventy-five thousand dollars, or just the debt of two years since, unpaid; so they have spent six hundred and eighty thousand dollars to do what? The upper dome has been raised one story of twenty-eight feet, with an iron or copper vaulting over it; two side por-

ticoes, of eight columns, finished, and eight single columns set in front; four flights of elaborate wooden stairs, with their plastering, and four or five small rooms and one hall plastered in the third story; interior of rotunda in distemper, and part of outside plastered. The cube of the outside porticoes, dome from tambor to ball, and stairs altogether, will not cube five hundred thousand feet, which should have been built for one hundred and thirty-five thousand dollars; add to this thirty-four thousand dollars (the offer for heating in the best style), eight thousand dollars for electricity, eight thousand dollars for sculpture and interior painting, seven thousand dollars for outside plastering, fourteen thousand dollars for iron in front of portico unfinished, and ten thousand dollars for incidental expenses, and we have two hundred and sixteen thousand dollars, or less than one-third of the sum spent.

"We must look for causes. They started with three architects and hosts of officers, all of whose duties were filled by the former architect. But they had no responsible head, nor any one to answer for waste or theft of time or material. The way the eight-hour men worked was a by-word in Sacramento. What was lost to the State in the eight hours was made up to themselves in double pay at the odd hours. Some of them probably worked for small wages, and could not be expected to do much even if their employers were paid double for their time. It must rest with the Commissioners, the late Governor, Secretary, and Treasurer, to answer for this at the bar of public opinion. In their architectural wisdom they assumed the right to ignore the decisions of three Governors and their Commissions, by substituting the strip of a peripteral temple eight feet wide for a portico, and also dispensing with the only feature that redeemed the building from the appearance of a factory or jail—that is to say, the noble stylobate of front steps. May their fiscal wisdom account for the money spent!"

*Mr. Pardee*—You can give us information more direct than that. We do not wish so much discursive matter. You get us confused with the variety of your statements. Now, you say that for two hundred and fifty thousand dollars you could have completed the building after the time at which you left?

A.—Yes, sir.

Q.—Would you have been willing to have taken a contract and filed bonds to complete the work for that price?

A.—I am not a contractor, but if I was a contractor I would give three or four times the necessary amount of bonds to assure the finishing of the work for that price.

Q.—You contract sometimes?

A.—No, sir.

*Senator Boggs*—Have you never taken work under a contract?

A.—No, sir; I am an architect, I am not a contractor; but I wish it understood that in this estimate I do not include the work on these elaborate staircases, nor do I include this foolish and useless system of heating.

*Mr. Pardee*—How much would it have cost to complete the building to its present stage, taking into account your plan for completing it at two hundred and fifty thousand dollars? How much would it have cost to have completed the building as it is?

A.—Well, I gave you my estimates a short time ago; I have estimated upon some particular points for myself, and there are others here who

will make definite estimates on other points; it seems that seven hundred and twenty-four thousand dollars have been spent.

Q.—Seven hundred and twenty-four thousand dollars?

A.—Yes, sir; I give it to you just as it is from the Controller's books; I got the sums from the Controller's books on Saturday; the amount expended is seven hundred and twenty-four thousand and fifty-six dollars and ninety-one cents; I told him to deduct what was allowed, or what the Legislature agreed for the Governor's Mansion.

Mr. Pardee—We do not care anything about the Governor's Mansion.

A.—No, sir; I am aware of that; fifty thousand dollars was appropriated for the Governor's Mansion.

Mr. Pardee—We are referring to this building entirely.

Mr. Boggs—We do not want to hear anything about the Governor's Mansion in this investigation; this is directed especially to alleged frauds on the State Capitol. It seems to me that the witness is bringing in a great deal of outside matter, and is not sufficiently confined to the questions.

Mr. Pardee—That is so; we want to get at matters connected with this State Capitol. How much money did you tell us was used under your administration?

A.—I don't know as I gave you the aggregate; I believe I gave you all the points; I have not cast it up.

Mr. Boggs—I think it is unnecessary to go over that whole matter again.

A.—It is something over eight hundred thousand dollars.

Mr. Boggs—It seems to me that this is unnecessary, unless we are to know exactly what was done under Mr. Cummings' administration, and how much was done subsequently. It seems to me that the testimony is not clear on any of these points.

Mr. Pardee—Well, let us get this statement down in figures that we can clearly understand; just take a pencil and make your aggregate.

A.—Well, there was a total for three years of five per cent; I did not spend any of that.

Mr. Pardee—Well, don't comment on it as you go along.

A.—Well, I told you that I went to the Controller's office and got the figures on Saturday; there is three hundred and six thousand three hundred and seventy-seven dollars and ten cents; I spent that. In eighteen hundred and sixty-eight and eighteen hundred and sixty-nine, there was four hundred and two thousand two hundred and eighty-three dollars and forty-one cents, and then there was two hundred and seventy-five thousand dollars overdrawn.

Q.—The amount for eighteen hundred and sixty-eight and eighteen hundred and sixty-nine was four hundred and two thousand two hundred and eighty-three dollars and forty-one cents?

A.—Yes, sir; and two hundred and seventy-five thousand dollars overdrawn; that is the whole sum I spent.

Q.—How much is it in all?

A.—Nine hundred and eighty-three thousand six hundred and sixty-six dollars and five cents and one mill.

Q.—Then two hundred and fifty thousand dollars, at that time, in accordance with your estimate, would have completed the building?

A.—I did not make the calculation, perhaps, at that time, but you can see my report to the Commissioners; I think I had a calculation already

made, and I believe I have never varied five per cent out of the way in any of my calculations since I have been an architect, for the last thirty years; I think my calculation then was for two hundred and fifty-five thousand dollars.

Q.—Have there been any changes which have rendered the work much more expensive than according to your plan?

A.—No, sir; there have been no radical changes; I should have had the dome twenty feet higher.

Q.—Then you think the changes have not made the work of construction more expensive than according to your estimates?

A.—No, sir, not more expensive; I should have had another porch-way in front; I contemplated that in the two hundred and fifty thousand dollar estimate. I should have made the dome somewhat simpler and more graceful; it is too low; I should have had a flagstaff fixed to it so as to raise the flag from the floor.

*Mr. Boggs*—This is all unnecessary and immaterial. What we want to know is in regard to costs, and not in regard to any of the plans which were not carried out; that is, not unless it affects the estimates of cost.

*Mr. McCullough*—Have you examined the copper roofing?

A.—Yes, sir.

Q.—Have you examined in regard to the iron ribs in the dome? Do you know whether the copper is fastened on with iron rivets?

A.—I do not know; I am not enough of an expert to lead me to examine that; it is said that the copper was put on with iron rivets; *Mr. Lawson* can tell you better about that than I can; I see that it is riveted on in such a way that the rain beats under it.

Q.—Did you ever have any copper roofing put on with iron rivets?

A.—No, sir, never; always with copper rivets.

Q.—Have you examined the construction of the stairs?

A.—I have, somewhat.

Q.—What is your opinion in regard to their utility and durability?

A.—They are very handsome; but I think they will break up in a few years; I think the posts and bannisters will split up; still, they are very handsome, but there is no utility in them for such a building.

Q.—They are not screwed into the newels?

A.—No, sir; they are not screwed in.

Q.—If it is true that the copper is put on with iron rivets, how long do you think it will stand?

A.—I cannot answer that question very distinctly; the iron is supposed to corrode the copper more or less; it will depend somewhat upon the moisture which gets in between the copper and the iron. You ask me a question which I am entirely unprepared to answer, because it is a matter with which I am somewhat unfamiliar, and it is not easy to get up at the dome to look at such things. When I superintend a work of the kind, however, I am very careful in looking at all the details.

Q.—Have you looked at this front portico?

A.—Yes, sir; I have examined it far enough to ascertain that it has cost five times what ought to have been paid for it; I intended to have it wider by the width of one of these columns, and to have a porticièr under it.

Q.—Do you think the work has been properly done upon it?

A.—No, sir.

Q.—The masonry work?

A.—No, sir; they tore down my porch, and I do not thank them for

that; they had no business to do that; there was a little crack in the center which would have amounted to nothing; these corners were a little cracked, as we all knew; the foundation had not been built up to the building more than ten feet before some cracks were noticeable; but we made the necessary experiments, and took the necessary precautions and made the necessary additions, and there was no danger in any portion of the building. Major Elliott, of the United States Engineers, examined the whole matter; General Redington was very anxious that that should be done. The report of that year will show that it was determined nothing should be done until this whole matter was carefully examined. There has never been any shrinkage since that time; still there is a little shrinkage in the whole of the building.

Q.—You referred to the heating apparatus as somewhat imperfect. Will you give us your opinion, founded on your experience, in regard to that?

A.—Well, I will tell you just what I have said to many others. I regard the whole thing as a total and magnificent failure. There is no ventilation that is worthy of that name in this whole building. Of course it does not come strictly within the line of an architect's duty to determine in regard to the modes of heating; not in all respects. The heating of a building and the proper ventilation is one of the most difficult matters with which an architect has to do. He must consider it as the constructor of the building. And it is very difficult, for the reason that if it is not perfectly effective it is worse than useless. Now, there is nothing in the construction of this building, in the construction of the heating apparatus, that was worthy of a moment's trial. The whole thing depends upon the gravitation of the atmosphere without any force. Now, in considering ventilation and heating, all local conditions must be carefully considered. And I took this matter into consideration while in Chicago and Washington, and the principal engineers at Washington aided me with their consultations. It has been ascertained pretty thoroughly that heat will not travel of itself. In order to diffuse heat through a great body of a chamber, it must be driven by some means or other so as to be perfectly and thoroughly circulated. The apparatus which is now in operation in this Capitol simply burns out the oxygen. It is utterly useless; it is worse than useless as a heating apparatus, for it vitiates and destroys the atmosphere. The dependence is placed upon its own levity, which is very little; and it takes and burns up all the pure oxygen that comes around these heaters. I think the members must have experienced the evil effects of it the moment they have entered the building. You cannot say that it warms anything. It simply scorches the atmosphere contiguous to it. I think there is nothing in this building which is so reprehensible as the heating apparatus. It is an outrage. My plan was such as should have secured perfect ventilation and the perfect heating of the entire building; and at no greater cost, for there are two engineers down there now. My plan would have been to have driven the air up into the chambers by means of a fan, so that in Summer or Winter the temperature would have been proper and the air pure.

Q.—You would have thoroughly mixed it up with the air in the chamber?

A.—Yes, sir, securing a perfect circulation. I explained the matter to Governor Haight, and he was satisfied in regard to it. I had made careful observations and study in regard to it in order to make the necessary provision for the building; because this is a science of itself, and I do not

profess to be posted thoroughly in it. An architect cannot be expected to be at the same time a painter and a sculptor and an engineer—a steam engineer; but he has to obtain and exercise general information in all these branches.

Q.—Have you examined as to the cost of the heaters?

A.—That is the only part I have not brought in in my general report. I left it to Mr. Bush, the master workman, to answer that. That sum must come out of the amount which I have given you.

Q.—Can you tell us what your system would have cost?

A.—My system of heating would have been by means of valves and fans. As I have said, there are two engineers down there already. There would have been no necessity for all these boxes; not one of them; they are all useless; there is no necessity for them at all. I had in anticipation of this system, large flues put in. The heat would not have been as perfect here as on the floors below. I had five or six flues for the Senate Chamber. The fan would have regulated the temperature of the atmosphere; whether cold or warm air was needed. There is no use in attempting to properly heat a building where there are sixty thousand feet without some active agent.

*Mr. Boggs*—I submit this is all out of order. I do not think we have anything to do with this architect's plan for heating the building.

*Mr. McCullough*—The question was as to what his system would have cost as compared with the present system. I propose to show by this witness that in his calculations he allowed what it would cost to get up a proper system of heating. But it seems he does not know what the present system cost. I want to ask him what would have been the cost of his system?

A.—I had calculated that the whole provision would not entail a cost of over thirty-four thousand dollars.

*Mr. Pardee*—What did you say has been the cost of the present system?

*Mr. McCullough*—He does not know; but he says there is a gentleman present who can answer.

A.—Mr. Bush can answer.

*Mr. Bockius*—What is your profession?

A.—Architect and civil engineer.

Q.—You have spoken about this copper roof being put on with iron nails?

A.—Yes, sir.

Q.—But, I believe you considered that matter out of your line of business?

A.—I am not supposed to be an adept in such matters; but I have a general knowledge of all those things, and when the erection of a building is entrusted to me, I ascertain what is proper, and look into all those matters; I do not pretend to know everything about the different branches in constructing a building; a man would be a fool to pretend to know it all; but an architect has a general knowledge of all these things, or should have, and he should look into everything of this kind.

Q.—You say that an architect would be a fool to pretend to know everything, and yet he ought to know everything in connection with the construction of a building? In other words, you say an architect cannot know everything about a building, and yet he is a fool if he don't?

A.—No, sir; I do not think my language bears that construction; it is not supposed that an architect will know everything about copper roofing; he won't know everything about the details of the work, but

he ought to know sufficient to judge as to whether it is properly done or not.

Q.—How long were you employed here, or how long were you Superintendent?

A.—Five years.

Q.—Did you, when you were discharged, have any difficulty or any feeling about the matter, or why were you discharged?

A.—Well, the word "discharged" hardly fits the case; the circumstances were these: I proposed to Governor Haight that there was no use for an architect any longer in connection with the building as matters stood, and I would retire; I can show you the letter in which I was retired: the reason was that there was no work to be done then, and I was to go east at my own expense.

Q.—Did you go east in connection with or in reference to the construction of the State Capitol?

A.—Most certainly; I would not have gone otherwise; I had offers of business there, but came out, as the Governor telegraphed me.

Q.—In this investigation which you have recently made, have you been under the employ of any one? Have you made these estimates in the employ of any one?

A.—I have paid my own expenses; and I do not expect to make another dollar in connection with this building.

Q.—Why, then, have you taken the trouble to make this investigation?

A.—Because I am a Californian, and an American, and an architect; I believe that is the reason why; I believe that is reason enough; I believe in honesty; and I believe in my heart that there have been great overcharges in the construction of this building.

Q.—Have you not had a good deal of feeling in connection with this matter? in connection with your discharge from the position of architect? and in connection with your examination here?

A.—I wish to say that I was subpoenaed by the committee. Of course I had to come. If I had made my estimates as an approximate on the work to be undertaken, I would have reduced it twenty per cent from this bill.

Q.—That is your opinion?

A.—I say that it would have been twenty per cent below the estimates I have given in favor of the builders; I was liberal with them.

Q.—Have you had any conference with any of the Commissioners of the State Capitol?

A.—I don't know the Commissioners.

Q.—With the Trustees, then?

A.—I don't know the Trustees; I was subpoenaed by the Clerk of the Legislative Committee to come up here, and I have received no money and expect none on account of this investigation.

*Mr. Pardee*—I issued the subpoena the day after we organized here.

*Witness*—Let me say that I have not a particle of interest in the result of this investigation; I would rather overlook wrong than punish, where it is consistent to do so; but some wrongs must be punished.

*Mr. Boggs*—I see a very great difference between your estimates and the actual cost; a very great difference?

A.—Yes, sir.

Q.—I understand you to say that at the time you left the office of Architect you made an estimate of what the building could be completed for. And I understood you to say that the building could then have been completed for two hundred and fifty thousand dollars. Had you

made that estimate at the time you were discharged or that you resigned?

A.—I say I could have completed the building in the way in which it should have been completed.

Q.—Well, did you make that estimate before or after you resigned?

A.—Before I went away; and I can show you a map of the building as I would have completed it.

Q.—It is not necessary. When did you make this estimate?

A.—On the last of December; Governor Haight wished to have the estimate made, I think; and I believe the exact amount which I set down in that estimate was three hundred and eight thousand dollars. Of course, I did not include the stairs, which cost one hundred dollars a step; and I did not include this system of heating, or any system of heating. But I could have completed the building for the sum which I gave—the sum of three hundred and eight thousand dollars. That would have included the finishing of the porch, with an extension of one column farther, so as to make a porticier. I say on my oath that I can do everything which has been done in this Capitol, which is necessary, exclusive of these stairs and the heating apparatus, for two hundred and fifty thousand dollars. I have been an architect for thirty years, and I do not say this without meaning it. And I mean, in regard to this, the difference between the way a man works for the State and the way a man works for an individual; and there is the difference between ten hours and eight hours' work. I have no interest in this matter except for the development of the truth. The work is done. The work which I intended has been spoiled and botched, but that is nothing to you. Others might regard it as of some importance.

Q.—That is not the question here?

A.—I only speak of it in relation to coming up to the standard of art; I say the work has been spoiled.

*By Mr. Pardee*—Well, you do not give that as testimony?

A.—Not necessarily.

Q.—What salary did you receive when you were employed?

A.—Three hundred dollars a month; and I gave half of it away; but that is nothing to you.

*Mr. Pardee*—No, sir; we do not care anything about that.

*Witness*—I gave half of my salary away; it really was about two hundred and sixty dollars per month; the warrants were not worth more than ninety per cent; I do not know that I received anything else, except a knife.

Q.—Did you work with the eight or the ten-hour system?

A.—In eighteen hundred and sixty-seven and eighteen hundred and sixty-eight the eight-hour labor plan was started; we had some difficulty with the workmen; they gave me to understand that they would go on with the work at the same rates at which they had been paid, working eight hours per day; then they all struck off; they insisted on our paying them up in full, as before; we had a serious difficulty with them; under the circumstances, the demands of the workmen had to be submitted to, in part, at least; they did not do as much work as was expected; still, we had to put up with it.

Q.—During your identification with this building as Architect, was the work all done by day's work or contract?

A.—I never knew until I came up here and talked with Mr. Delaney, who informed me on the subject, that the law required everything to be done by contract; the last Legislature passed a law providing that



everything should be done by the day; the matter was left pretty much to myself; there was a great deal which you could not get done by day's work; there was a great deal of work which had to be done in San Francisco.

Q.—Do you know of anybody, directly or indirectly, receiving a bonus for securing contracts to parties that did get contracts for performing the work?

A.—During my administration I can take my oath that I never heard of one such case; I never heard of one; I will take my oath before high Heaven that I never received one cent for such a purpose.

Q.—Do you know of anybody that made a percentage on any day laborers?

A.—Yes, sir; I do; I have discovered one man since; and I will state the case to you. Mr. Moray, a Democrat, was appointed a master plasterer. Some time after he was discharged I was told that he received bonuses from men under my administration. I met him in San Francisco one day, some few weeks since, and charged him with it. He denied the charge; but he did admit that he allowed some fine work to be done by certain workmen who had been set at roof work; and they paid him some little premium or compliment. I told him it was not right; I told him he had no business to do that. That is the only case I know of.

Q.—How much did that premium or compliment amount to?

A.—Well, it could not have exceeded the amount of fifty dollars; I told him that he ought not to have done anything of the kind; he seemed to think there was no harm in his taking that small sum; I reprimanded him for doing anything of the kind.

Q.—Did you have the assistance of draftsmen in aiding you in making the plans?

A.—I never had a line drawn in my office which was not done by myself. Yes, sir; I retract that. Mr. Redington did insist on giving to Mr. Todd the drawing of the bear's head; and I think I bargained for that for fifteen dollars. And then there was the coat of arms, for which the charge, I believe, was twenty dollars. That was all. All the other plans were of my own handiwork. Even my clerk, who was a very apt penman, never touched a line of my plan.

Q.—Have you superintended the construction of large buildings previous to this?

A.—When I came up here, Mr. Redington asked me if I had ever built a building as large as this. I said to him that there were very few men living who had built so large a building. I had erected many large buildings in New York, and a great many in San Francisco. They were considered fine buildings in those days. Now they are rather superseded by more costly edifices. But in the days when they were built they were large buildings. I built the Montgomery Block for four months. That cost half a million of dollars. General Halleck testified that he considered me the best engineer out of West Point. I built several churches there. At one time I had nearly all the business there. That was in eighteen hundred and fifty-two and eighteen hundred and fifty-three.

Q.—Did you purchase the material for the construction of the building when you were an architect?

A.—All except the material which was contracted for. I would like to refer you to the last report made in my time. Most of the business was done in this wise: The Commissioners would meet, and sometimes

would authorize the Architect to purchase such and such material. And in nearly all cases I did that business. In some unimportant cases I did not. And in some cases, I did not desire to make the purchases. But in all the most important cases that matter was intrusted to me. And I wish simply to refer you to this report to show you how this work was carried on. When there were various jobs to be done outside of the Capitol—such as making a lot of doors—I would go around and see where the work could be done cheapest.

*Mr. McCullough*—How far had the work progressed when you took possession of it?

A.—About nine feet from the foundation.

*Mr. Pardee*—Do you know anything about a contract that was let to Mr. Hobson? Plumbing and gasfitting?

A.—No, sir; I don't know anything about the contract.

*Mr. McCullough*—That was after his time.

*Witness*—I don't know anything about the contract.

*Mr. Pardee*—It was done by contract?

A.—No, sir.

Q.—Then state to the committee as briefly as you can what were the facts?

A.—It was the desire of the Commissioners that I should put out the plumbing and gasfitting by contract; I had a great deal of difficulty in the matter; I had considerable talk with Dr. Nichols in regard to it; Governor Haight was not here; it was utterly impossible in the time which I had to make such a careful survey and such a correct estimate of the number of pipes, as would give a proper calculation in the gross, and I told the Governor it was best to put the price down to so much a foot; so much for each foot of pipe; and finally, I did suggest that it would be better to employ two young men who seemed to be aspiring, and who were very plausible, to carry on the work; it was suggested that it was better to hire the work done by the day; Mr. Hobson came up, and I told him I would hire him by the day; he told me that skilled mechanics from San Francisco were worth five dollars per day, and every skilled mechanic wanted a helper, which would make eight dollars per day; he said there was no use in making out a payroll for the workmen; we talked the matter over, and finally concluded to make the bargain; I told him what was to be done, and how it was to be done, and further, that it was to be finished by the middle of October; he promised that it should be done. He came up next week, and told me that Governor Haight had told him to add on ten per cent for the depreciation in the warrants; that was ten per cent on the bargain which I had made; I did not question the right of Governor Haight to tell Mr. Hobson that, but I thought it was rather liberal. When the Governor came up, I stated that I had made the bargain at this price; he said, "I think that is right;" that is the whole sum and substance of the contract with Middleton & Hobson; the contract was verbal; the work was to be finished in October; the contract had no reference to heating this story; the Commissioners were very anxious to have the work done so that the Legislature would be able to meet in these halls at the next session, and they would have torn to pieces any contract which would have delayed the work beyond this time—the work necessary for getting these halls ready—so I made this agreement. He said the warrants could be handed to him, and he would see that the workmen were paid. In eighteen hundred and sixty-six, there was a difficulty arose in equalizing the work; where a man cut a corner stone, it would

cost eleven dollars, and another would cost thirty-seven dollars; I said to the boys that this would not do; there was some difficulty arose out of this matter, and some men struck; and they were permitted to strike. Governor Low said there had got to be a master here; I said I was very glad to hear it; I told him that was just what suited me, because I thought I was paid to be master here. In every instance, so far as I knew, the warrants were handed to the men; what they chose to do with Mr. Hobson after that, I cannot say; I was no party with Mr. Hobson, or any one else, in procuring percentage on the workmen's wages, nor did I know anything of the kind; I did not understand there was to be anything of the kind; I had the warrants rolled up at the office, for the plumbers and gasfitters, and told my clerk to carry them out and give them to some of the workmen, and I had nothing further to do with them; I did not give them to Mr. Hobson; this was rather a verbal agreement than a contract.

*Mr. Pardee*—Did you make an estimate of the plumbing and gas-fitting?

A.—I think not.

## TESTIMONY OF JOSEPH VAN DYKE.

*Mr. Pardee*—Where do you reside?

Answer—In San Francisco.

Question—What is your occupation?

A.—Plasterer.

Q.—Did you ever make an estimate for plastering upon this building?

A.—Yes, sir.

Q.—Did you ever do any plastering here?

A.—No, sir.

Q.—Will you state what you know, as a professional plasterer, has been done on the building?

*Witness*—Since which time?

Q.—Since Mr. Cummings left?

A.—I cannot tell you anything about it previous.

Q.—We do not want to know anything from you which you cannot testify to, of course.

A.—I have made an estimate of the plastering during the past year.

Q.—Of the plastering done or to be done? complete or incomplete?

A.—The work done; the exterior and interior of the building.

Q.—By whose authority did you make this estimate?

A.—By the authority of the Clerk of the Committee on Public Buildings and Grounds; I was requested to come up here for this purpose; I bid for doing this work myself; it was advertised to be done by contract; I was the highest bidder, and of course I did not get the work. It was turned into day's work afterwards.

Q.—Well, what have you been doing in your estimate?

A.—What I have been estimating now is work done under Mr. Bennett's administration; the amount of plastering.

Q.—Who is Mr. Bennett?

A.—The Architect who superseded Mr. Cummings.

Q.—What is the amount?

A.—The whole amount which I bid was fifteen thousand five hundred and fifteen dollars; that is, inside and outside; the whole amount of plastering on the building.

Q.—What was your estimate? How much per foot or yard?

A.—At forty cents per yard; that is, the plain work; and in the dome I estimated it at one dollar per yard; and in the moldings I estimated it at a different cost in different portions—up as high as a dollar a foot; this is for the work only, not for the material.

Q.—Does that include lathing as well as plastering?

A.—It is all brick work except on the ceiling. The ceiling is lath work. That I have estimated upon.

*Mr. McCullough*—You say this is for labor alone?

A.—Labor alone. No material. That is the price I based my calculation upon when I put in my bid for the work. And everything I have estimated on I have put down according to those prices at which I bid, as near as I can recollect. And I think I have added a little to it; made it a little higher.

*Mr. Pardee*—Have you made an estimate of the work which has been done for the last two years?

A.—It is work which has been done since Mr. Bennett has been architect, whatever time that is. It includes the rooms in the third story, ten rooms in the hall, and the whole of the stairways from top to bottom; also the dome—that is, the interior. And then I examined on the outside also.

Q.—What is the aggregate of your estimate?

A.—I mislaid my paper. But I think it is fifteen thousand five hundred and fourteen dollars. Yes, sir; that is the whole amount.

Q.—Does that include material?

A.—No, sir. Material for the amount is one thousand dollars.

Q.—Does it include the lath?

A.—The inside material estimate does. The whole of the material, two thousand nine hundred dollars, or two thousand eight hundred dollars, for the inside material; and there is one thousand dollars for the outside.

Q.—Does that include everything?

A.—Yes, sir; that includes everything.

Q.—What is the aggregate?

A.—Three thousand eight hundred dollars.

Q.—Which is to be added to the fifteen thousand dollars?

A.—Yes, sir; that is to be added to the fifteen thousand dollars. [After reflecting.] No, sir; I am too fast. The fifteen thousand dollars includes the material.

*Mr. Bockius*—Is this an estimate of what the work should have cost, or what it did cost?

A.—What it should have cost—by the usual rates—at forty cents a yard.

Q.—Have you been through and made a measurement of all the rooms in the building?

A.—Yes, sir.

Q.—And you say that fifteen thousand dollars includes the material?

A.—Yes, sir.

*Mr. Pardee*—Let us understand you clearly. Does fifteen thousand dollars include the material and labor and everything?

A.—Yes, sir; everything.

Q.—On what was your estimate based?

A.—I made my estimate upon what I bid. My proposal was put in for measurement—so much for plain and so much for cornices, and so much for center pieces of different varieties. My original estimate was forty cents for plain work—for the work merely, without the material.

Q.—What was the aggregate?

A.—I did not measure the aggregate; it was to be done by measurement.

Q.—Do you know what the plastering and lathing has cost?

A.—No, sir.

Mr. Boggs—By whose instructions did you come up here and make these measurements?

Mr. Pardee—I issued a subpoena after the meeting of the joint committee.

Mr. Boggs—When did you make these measurements?

A.—I have been at work at them since last Wednesday; I came up here on Wednesday; I have been at work on them off and on ever since.

Q.—This fifteen thousand five hundred dollars, I understand you to say, includes everything—work and material?

A.—Yes, sir.

Q.—Would you have been willing to take the contract at that price?

A.—Yes, sir; I would have been very glad to have done it.

Q.—And furnished the material?

A.—Yes, sir.

Q.—At this price?

A.—Yes, sir; when I bid originally I was the highest bidder; there was one bid at twenty cents a yard, and one bid at thirty-five cents, and one at thirty-seven cents. I was the highest bidder then, and I based my calculations for a three-coat work.

Q.—You did not bid for material?

A.—No, sir; I bid for doing the work.

Q.—You only bid for the work?

A.—I only bid for the work.

Q.—And you say this fifteen thousand five hundred dollars includes work and material?

A.—Yes, sir.

Q.—And you set the material down at three thousand eight hundred dollars?

A.—Yes, sir.

Q.—And the balance is for work?

A.—Yes, sir.

Q.—Deducting three thousand eight hundred dollars from fifteen thousand dollars?

A.—Yes, sir.

Mr. McCullough—Do not plasterers in San Francisco do work at thirty-seven and a half cents a yard, and furnish material?

A.—Well, material is somewhat higher here, and there is a difference in regard to the work; a man can do more work in San Francisco than he can here.

Mr. Pardee—Why is that? Why can a man do more work in San Francisco than here; because it is so muddy here?

A.—I suppose it is on account of the climate; it is cooler down there, and the plaster sets faster, and the workmen can do more work there; and this work, of course, is very hard work; it is first class work; there

is quite a difference in work of this kind; here is the best material and the best kind of work expected; it makes a material difference where the work is done properly and thoroughly.

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### TESTIMONY OF C. H. LEAVITT.

*Mr. Pardee*—Where do you reside?

Answer—In San Francisco.

Question—What is your occupation?

A.—Blacksmithing, and all kinds of house work, commonly called a housesmith.

Q.—Did you ever make any estimates upon the building of the State Capitol?

A.—Not within the last two years until last Saturday.

Q.—Go on and make a brief statement of what you know about the State Capitol, and what bids you made, etc.

A.—I estimated on twenty four brackets on the wood work in the dome; I make them worth three thousand one hundred and fifty-two dollars—that is, of wrought iron; I calculated for twenty-four brackets; I estimated it at three thousand one hundred and fifty dollars.

Q.—Wrought iron brackets?

A.—Yes, sir.

Q.—Was the estimate awarded to you?

A.—Oh, I was only called upon by the committee to make an estimate.

Q.—You made an estimate as an expert?

A.—Yes, sir.

Q.—Did you, in your estimate, calculate the cost of labor?

A.—Then I calculated the bolts and plates at nine hundred dollars; that would make four thousand and fifty-two dollars; this for the work delivered at the building.

Q.—Then what would it cost to put it up?

A.—I was not asked upon that point; that is a little out of my line of business; it is more stevedore work to put it up.

Q.—The material on the ground would cost four thousand and fifty-two dollars.

A.—Yes, sir.

Q.—Have you any idea what it would cost to put it up?

A.—No, sir, I have not.

Q.—Do you know what was charged to the State for the same material upon which you have made an estimate?

A.—No, sir, I do not.

Q.—You don't know what the labor of hoisting it up would cost?

A.—I don't know anything about that.

Q.—You say that the cost of the material laid on the ground would be four thousand and fifty-two dollars?

A.—That would be for the labor of making the brackets and delivering them here; but the labor of hoisting or elevating and setting, I don't know what it would cost; that is out of my line of business.

*Mr. Boggs*—What do you call these, brackets or ribs?

A.—Either—ribs or brackets—some call them brackets.

Q.—Is this the only investigation which you have made about the building?

A.—Yes, sir.

Q.—Were you subpœnaed from San Francisco to make this investigation?

A.—Yes, sir; I did not know what was wanted of me when I was subpœnaed.

Q.—Who was you subpœnaed by?

A.—I received a subpœna from the Clerk.

Q.—Have you a copy of the subpœna?

A.—The notice was given to me by Mr. Delaney.

Q.—And you say this is the only investigation you have made?

A.—Yes, sir.

Q.—About these twenty-four ribs?

A.—Yes, sir.

Q.—Is that a very rare kind of work; or are there a great many mechanics who understand it?

A.—Most any ordinary mechanic can do it. It is very plain work.

*Mr. Parlee*—I do not think, sir, that you quite understand my question. What would the material and all the labor necessary, cost for putting up those iron ribs?

A.—I told you that I could not give you an answer in regard to that part of the contract. I will agree to furnish these brackets, made in San Francisco or Sacramento, and deliver them here ready for the house for that amount of money—four thousand and fifty-two dollars.

*Mr. Boggs*—Were there any such brackets as these ever put up before in this State?

A.—Never any as large as those; not exactly like those.

Q.—Do you think these could be made here?

A.—Oh, yes, sir; I can make them at my own shop very comfortably.

Q.—Then these were a little extra—these made for the building?

A.—They were a little larger than usual; but it is a very plain kind of a job for a wrought iron man to do.

*Mr. Beck*—How long did it take you to make these calculations?

A.—I was about a day. Yesterday I was three or four hours at it.

Q.—Did you measure all this work?

A.—I measured the plans; I saw the plans.

A.—Do you know the weight of each rib?

A.—The ribs on which I made an estimate weighed a little over eleven tons.

Q.—What is the length?

A.—Thirty-one feet and seven inches on a straight line.

*Mr. Boggs*—What kind of iron are these ribs constructed of?

A.—The bow part, the angle which runs down (pointing) is made of T iron.

Q.—Is not T iron an extra kind of iron?

A.—Yes, sir.

Q.—Is much of it used in this State?

A.—Not a great deal; but there is much more used now than there was last year; there was not much used till last year.

Q.—Is it very expensive?

A.—It costs two cents a pound more than ordinary bar iron.

Q.—How many tons do you say this will weigh?

A.—Eleven tons at least.

*Mr. Beck*—Have you ever done any of this kind of work?

A.—I don't know as I have made brackets exactly like these; but it is very simple work, as any workman in the business knows. I made the beams in this building which hold the dome.

*Mr. Boggs*—That is the only part of the building which you have investigated or made an estimate on?

A.—Yes, sir.

## JOSEPH VAN DYKE RECALLED.

*Mr. Pardee*—I want to ask you one more question. Do you know the number of modillions?

Answer—Three hundred and twelve.

Question—By count?

A.—Yes, sir.

Q.—Do you know the cost of them?

A.—Fifty-five cents.

Q.—Apiece?

A.—Yes, sir.

*Mr. McCullough*—Are there any in San Francisco?

A.—There are plenty of them there.

*Mr. Pardee*—What are they made of?

A.—Plaster of Paris.

*Mr. Boggs*—Is it not more expensive to put outside plastering on a tall building than on an ordinary building? Does it not require more scaffolding, and necessarily more labor, to put the plastering on a higher wall?

A.—Certainly, it will cost more. It will require more scaffolding.

Q.—It costs more to plaster a tall building, or the upper portions of a tall building, than it would to plaster an ordinary building? Considerably more?

A.—Yes, sir. It costs more to get the material up on the walls.

Q.—Could you put on the plastering on the upper portions of this building for forty cents a yard?

A.—No, sir. I made some of the estimates as high as sixty cents; and some forty and some fifty.

Q.—The height then adds materially to the expense?

A.—Yes, sir. Of course it costs more for scaffolding, and it costs more to get the material up.

*Mr. McCullough*—Have you examined the cornices in the halls in the different parts of this building?

A.—Up in the third story.

Q.—What are the cornices worth a running foot in the hall?

A.—The average price would be eighty cents. Some are worth seventy-five cents and some a dollar. I think the average would be eighty cents. That is the work without the material.

Q.—What would the centers average?

A.—The fourteen centers would be worth—nine of them would be worth fifteen dollars; and five of them would be worth twenty dollars. That is, put up in these rooms in the third story. You could get them for less in San Francisco.

*Mr. Pardee*—Did your estimates of fifteen thousand five hundred dollars include the modillions?



A.—Yes, sir. All the ornaments.

Q.—How many yards did you make by measurement of plastering in the building?

A.—Seven thousand two hundred and fifty on the entire building. There are five thousand five hundred on the outside. That is, cement.

## TESTIMONY OF H. COURLEY.

*Mr. Pardee*—Where do you reside?

Answer—In Sacramento.

Question—What is your occupation?

A.—My occupation is tinner and coppersmith.

Q.—Were you ever employed upon this building?

A.—I was.

Q.—In what capacity?

A.—I was employed by Mr. Bennett to go to work on these pillars in front; that is, let this iron which held these posts into the sockets; they were to be inserted into the roof.

Q.—Did you work by the day?

A.—Yes, sir.

Q.—What did you get per day?

A.—Two dollars and fifty cents per day, as near as I can come to it.

Q.—Did you know what wages you were to have before you went to work?

A.—I supposed I was to get four dollars per day, the same as any other mechanic.

Q.—Tell the committee how it was that you didn't get four dollars.

A.—The way was this: When I was hired by Mr. Bennett, Mr. Bennett told me to go to work for Mr. Hobson, and he put me on a job on Monday morning; Mr. Hobson set me to work on these pillars; I was fastening these keys and rocks together, and there I continued on working until it came to the first payday. I went to Mr. Beverage and asked him if he had a warrant there for me; he looked over the bunch of warrants, and found that Mr. Hobson had taken the warrant; I asked him what authority he had to take it; he said that he did not know anything about it.

Q.—Who was Mr. Beverage?

A.—He was timekeeper at that time. I continued on the work, and Mr. Hobson told me to come down to the shop and he would pay me; I went down to the shop, and received pay at the rate of two dollars and fifty cents a day, and paid in silver at that; I never received any gold from him at all.

Q.—Do you know what he got for your labor?

A.—Four dollars.

Q.—And you only received two dollars and fifty cents.

A.—Yes, sir.

Q.—How long did you work there?

A.—Mr. Delany knows about the time; it was in March, was it not?

[Addressing Mr. Delaney.]

*Mr. Delaney*—I am not the witness; you are the witness.

*Witness*—Well, I forget exactly the time.

*Mr. Pardee*—Give us as near as you can recollect; how long was it?

A.—I kept on working until June.

Q.—That would make March, April, May, and June, when you worked?

A.—Yes, sir.

Q.—Four months?

A.—Very nearly; I do not think it was quite that.

Q.—Were the warrants drawn in your favor for the work which you did here?

A.—They must have been drawn in my name.

Q.—Did you ever sign a warrant?

A.—I never signed a warrant; I know the warrants were drawn on the State Treasury; my name was on them.

Q.—Did you ever authorize Mr. Hobson to draw any warrants for you?

A.—No, sir.

Q.—Did you ever give him any power of attorney for that purpose?

A.—No, sir; nor anything else.

Q.—Did you ever deputize him to draw any warrants for you?

A.—No, sir.

Q.—Did you indorse any of your warrants?

A.—No, sir.

Q.—Did you put your name on the back of any of them?

A.—No, sir; I never saw a warrant from the time I came to the Capitol until I left.

Q.—Do you know of anybody else receiving one pay, and the State being charged another?

A.—I do not, sir; they kept everything of that kind very secret; and I never interfered with anybody else's business, and they never told me what they were going to do.

*Mr. Beck*—You say you worked here four months?

A.—I should say it was a little less than that.

Q.—Did you work four months continuously and not know what your pay was going to be?

A.—I knew that I was drawing two dollars and fifty cents per day from Mr. Hobson. At that time I will tell you how it was. I was rather in hard circumstances and did not have much money, and I knew very well that if I commenced suit against him it would cost me more than I would make.

Q.—After you commenced work, how long before you knew that you were only to get two dollars and fifty cents a day?

A.—Twelve or fifteen days.

Q.—Then you knew you were to get two dollars and fifty cents a day?

A.—Yes, sir.

Q.—And you did not remonstrate?

A.—I did not remonstrate, because I was in rather a hard place at that time.

Q.—Then how did you expect to receive four dollars a day when you knew you were only getting two dollars and fifty cents a day?

A.—Well, I knew I was going to ask for the balance of my money.

Q.—After the fifteen days, didn't you know that you had received two dollars and fifty cents?

A.—Yes, sir, I knew I did receive that.

Q.—And then you expected four dollars a day?

A.—I knew I was recorded for that amount. I was hired by Mr. Bennett.

Q.—What took place at the time you were hired? Were you promised four dollars a day?

A.—We didn't say anything about the price. I went on with the determination of receiving pay for mechanic's work. I suppose that was it.

Q.—And you worked fifteen days and received only two dollars and fifty cents per day?

A.—Yes, sir. I was paid by Mr. Hobson in his own store; it was not at the State Capitol.

Q.—But the point is, did you remonstrate against that price?

A.—I did not remonstrate against the price, because I could not do any better at the time.

*Mr. Boggs*—What is your business or occupation?

A.—Tinner and coppersmith.

Q.—Did you know you were engaged as a tinner or coppersmith, or were you employed to do something else?

A.—I was employed to let the keys into the granite in front of the building. That was the thing I was able to do.

Q.—There were other workmen there at work at the same time with you?

A.—No, sir; not where I was at work. I used to heat the lead and pour it into these keys.

Q.—That is a very simple business, is it not? That does not require any particular skill?

A.—It requires a great deal of care.

Q.—Could not a very ordinary kind of mechanic perform that kind of work?

A.—Yes, sir.

Q.—Do you know what the amount of wages was received by others who performed the same services which you did? What did they get?

A.—I expect they got good mechanics' wages.

Q.—Well, is there not a great difference in mechanics and mechanics' wages?

A.—Yes, sir.

Q.—Those laboring in and performing different services receive different wages?

A.—Yes, sir.

Q.—For certain services a certain price is fixed?

A.—Sometimes.

Q.—Well, this is common mechanics' business.

A.—I suppose it is.

Q.—For different kind of services, requiring more skilled labor, the wages would be greater?

A.—That is a thing I don't know anything about.

Q.—When Mr. Bennett hired you, did you tell him that you were a plumber? Or that you were anything more than a tinner?

A.—I told him that tinner and coppersmith was my business. And I told him I had done plumbing. In the coppersmith we are expected to make joints. For instance: in still worms we are expected to make joints. I have done that when I was a young man.

Q.—Is there not a good deal of difference between a plumber and a

regular mechanic and tinner? One who can make joints? Is not plumbing a more scientific and more difficult business?

A.—Well, I think it is.

Q.—Don't you know it is?

A.—I should think it was.

Q.—Do not skilled plumbers receive the better wages?

A.—They receive the wages agreed upon among mechanics. Of course, some can do better work than others.

Q.—For the services which you performed—this simply filling in of these keyholes, and tinning over these columns—would you not reasonably receive about as low wages as any person engaged in that business? Is not that the simplest kind of mechanical labor? Cannot that be done by the simplest kind of a mechanic? Can it not be done by apprentices?

A.—I do not think anything of that kind could be done by an apprentice. I do not think that a man who did not understand about the business could do the work well. The lead had to be heated very hot when it was poured into these keys, or it would not hold them fast. You would have to have the lead almost red hot. It would have to be heated until it would run very freely. I had to travel some distance from where the lead was heated, and pour it into this cold stone. It was necessarily very hot, or else it would not hold.

Q.—You say that Mr. Bennett hired you?

A.—Yes, sir.

Q.—Now at what price?

A.—He did not state to me the price.

Q.—How was it then that you thought you were going to get four dollars per day?

A.—I supposed that ordinary mechanics received that amount.

Q.—Well, you just stated that some receive one price and some another, owing to their different services?

A.—Yes, sir; I suppose so.

Q.—Then why did you expect to receive for this simple work four dollars per day?

A.—I was put down on the books at four dollars per day.

Q.—Did all receive that price except yourself?

A.—Some were down for five dollars a day.

Q.—Now didn't you get more than two dollars and fifty cents a day?

A.—I don't think I did.

Q.—Don't you know you got three dollars per day?

A.—I cannot see it.

Q.—Do you testify that that is all you got?

A.—That is about as near as I can figure it up for the time when I was here at work. And I was paid in silver at that.

Q.—Do you now state under oath that you only received two dollars and fifty cents a day?

A.—That is as near as I can come at it. It may be that I have made a little mistake.

*Mr. McCullough*—Did you work on the roof besides that time to which you have referred, or any other work on the roof, as a coppersmith fitting on copper?

A.—No, sir, I did not.

Q.—Then you did not work on the roof?

A.—Mr. Kehoe did that work.

*Mr. Boggs*—Were you discharged, or did you leave on your own account?

A.—I was discharged.

Q.—Why were you discharged?

A.—Well, that is a thing I don't know anything about. I was discharged, and another man was put in my place. I don't know the reason why I was discharged.

Q.—Who discharged you?

A.—Mr. Hobson's foreman—a man by the name of Kealey.

Q.—Was any reason assigned?

A.—Nothing more than he told me that Mr. Hobson told him that he had to reduce the number of his men, as the work was getting slim.

*Mr. Beck*—You say that at the end of the fifteen days you knew you were only to get two dollars and fifty cents per day?

A.—Yes, sir.

Q.—Then you continued on with the work?

A.—Yes, sir.

Q.—Then at what other time did you receive pay again? You say you received pay at the end of the fifteen days?

A.—I believe so.

Q.—What time passed before you got another payment?

A.—I think it was at the end of the month; I believe it was a month afterwards; I disremember exactly, however.

Q.—What amount did you get at the first and at the second time of payment?

A.—I don't remember the amount I got; I could not exactly tell; I did not keep any memorandum of it.

Q.—Then you continued on another month?

A.—Yes, sir.

Q.—At two dollars and fifty cents per day?

A.—Yes, sir.

Q.—And you said nothing about it in the way of a remonstrance?

A.—I do not see how I could very well.

Q.—You didn't say anything about it?

A.—I didn't say anything to Mr. Hobson about it. I expected I would as soon as an opportunity offered.

*Mr. Boggs*—Where do you reside?

A.—In Sacramento City?

*Mr. Pardee*—How many days did you work in the month of March?

A.—I believe it was fifteen days. I think it was on the tenth of March, or April—I forget exactly which—when I went to work.

Q.—You think you worked fifteen days in March?

A.—Yes, sir.

Q.—How long did you work in the month of April?

A.—I guess I put in the whole of the working days in the month of April.

Q.—How long did you work in the month of May?

A.—I don't know exactly.

Q.—A full month, or a half a month, or one day, to the best of your memory?

A.—May be a few days out of the month only.

Q.—You mean to say you worked nearly the entire month?

A.—Yes, sir.

Q.—Did you ever receipt to the State or to any one else for your wages for work done on the State Capitol?

A.—No, sir.

*John B. Hobson*—Didn't you hire yourself to me as a practical plumber?

A.—No, sir; I don't know as I did.

Q.—Didn't Mr. Bennett introduce you to me in the north portico in that way? As a skillful plumber?

A.—Not as I recollect.

Q.—Didn't I set you to work to make traps, a portion of the plumber's work? Didn't I set you to work on the traps, and find that you were not able to do the work?

A.—Well, I can state how that was. I remember the day I went to work on the traps. I went to work to gather up all the old scraps that laid around, in order to make the trap. I went to work to gather up all scrap lead and melt it up. In the afternoon the stonecutters were putting up the stairs, and Mr. Kealey told me to go to work for the stone cutters and leave off the trap; and when I came down the stone masons were waiting for the work there. They wanted me to go right to work to anchor the rocks. At least that was what was told me. And I didn't have time to finish the traps.

Q.—Did you make the first tent in the trap?

A.—I don't recollect; but I think I did. I would have finished the trap up, if you had only given me time enough. I do not think I was half or three-quarters of an hour at work at it.

Q.—Were you not three-fourths of a day at work on the trap?

A.—I am sure I was not. It was near two o'clock when I went to work for the stone masons.

Q.—Do you not remember my telling you that you were not a plumber; and that you could not receive or earn plumber's wages?

A.—No, sir. Indeed you never spoke to me about the trap in your life.

Q.—Didn't you receipt in the store in full for your wages?

A.—No, sir. I never receipted for my wages in any form as I know of—in my name. I simply got my money and left.

## TESTIMONY OF M. W. SHAY.

*Mr. Pardee*—What is your occupation?

Answer—Coppersmith.

Question—Where do you live?

A.—I live on Eighth and E streets.

Q.—Did you ever perform any work upon this building?

A.—No, sir.

Q.—Did you ever perform any work upon this building?

*Mr. Delaney*—I know he has, for I have seen him at work.

*Mr. Pardee*—I ask you if you ever performed any work on the State Capitol?

A.—Yes, sir, I made a mistake there; I thought you meant the Mansion.

Q.—Under whom did you work?

A.—John Kehoe.

Q.—What is your occupation?

A.—Coppersmith.

Q.—State to the committee what you did, etc.?

A.—I engaged with Mr. Kehoe at San Francisco. He told me to come up, at San Francisco, and go to work on the dome. I came up and went to work, and worked there twenty-six days.

Q.—What were the terms about payment?

A.—I did not make any contract or engagement about my pay. I expected to get what the State allowed me.

Q.—How much did you get?

A.—He paid me at the rate of three dollars per day.

Q.—How long did you work?

A.—From the twenty-seventh of June until the eleventh of August.

Q.—About two months?

A.—About two months; not quite.

Q.—Do you know what Mr. Kehoe charged the State for your services?

A.—Five dollars per day.

Q.—And you got only three dollars?

A.—Yes, sir.

Q.—Did you sign any warrants?

A.—No, sir.

Q.—Were any ever presented to you to sign?

A.—No, sir.

Q.—To whom did you receipt for your work done for the State?

A.—I receipted for seventy-five dollars on a small account book which Mr. Kehoe presented.

Q.—On a pocket diary?

A.—Yes, sir.

Q.—Did you ever importune with Mr. Kehoe for higher wages?

A.—I told him the wages were too small, and I quit work.

Q.—Was he aware of the fact that you knew that he charged the State five dollars when he only paid you three?

A.—Yes, sir; I knew it when Mr. Delaney came up here, about August.

Q.—Did Mr. Kehoe know that you understood that he was charging five dollars per day for your services when he only paid you three dollars?

A.—I don't know whether he did or not.

Q.—What did he say when you asked for bigger wages?

A.—He said that that was all he could afford; he said he could get all the men he wanted for that amount.

Q.—Did you ever give Mr. Kehoe a power of attorney to draw your money and sign warrants?

A.—No, sir, I never did.

Q.—Did you know of anybody else that was working for one price and receiving one price, when the State was charged another?

A.—No, sir.

Q.—You did not?

A.—Well, yes, sir; I knew that the biggest part of the men were receiving three dollars a day and some two dollars a day, and some two dollars and a half a day.

Q.—And the State was charged what?

A.—Five dollars per day.

Q.—How many do you think you knew who were in that condition.

A.—I should say about eight, or more than that. There were a great many worked there, some used to quit and be put on again.

Q.—Was it a customary thing?

A.—I suppose so. It was what was done with the biggest part of the men.

Q.—Why did you cease work; were you discharged?

A.—No, sir; I quit work.

Q.—Have you worked in this city ever since?

A.—Yes, sir.

Mr. Beck—How long were you working on the building before you knew you were to receive only three dollars per day?

A.—Twenty-six days. I worked twenty-six days before I was paid, I believe.

Q.—Then did you stop work?

A.—No, sir.

Q.—How long did you work after that?

A.—I worked on thinking I could get my warrants. I intended if I could ever get a warrant to keep it. I worked on until I could see my warrant.

Q.—Did you see your warrant?

A.—I did not see it. He used to take the warrants about the sixth or seventh of the month. It was never presented to me.

Q.—How long did you work on the building?

A.—From the twenty-seventh of June until the eleventh of August.

Q.—More than two months?

A.—No, sir.

Q.—You say that you complained about your wages not being high enough?

A.—Yes, sir.

Q.—What was the answer?

A.—The answer was that it was just such pay as was given to the rest of them.

Q.—Then did you not stop work?

A.—No, sir; I went on then until about eight or nine days; until the eleventh of August.

Q.—Were you in expectation of getting any higher wages after that?

A.—I expected that if I did not get higher wages I would quit. Several men said they would quit if they did not get higher wages after that.

Q.—Now, what did you quit for?

A.—Because I did not get high wages enough.

Q.—Was that the reason?

A.—Yes, sir.

Q.—Then you quit of your own accord?

A.—Yes, sir.

Mr. Pardee—How many men were employed in Mr. Kehoe's department while you were engaged there?

A.—I guess there were about eleven; there may not have been eleven, and there may have been more; I think eleven or twelve.

Q.—Were they all good mechanics?

A.—No, sir.

Q.—Were any of them good mechanics?

A.—There were two coppersmiths and about three tinsmiths in the department.

Q.—Were they good mechanics?

A.—I could not say; I never saw them doing extra work; it was plain kind of work that was to be done; I could not say whether they were good or bad mechanics from that work.



Q.—And you got what do you say?

A.—Three dollars per day.

Q.—And what did these other men get?

A.—Three dollars per day.

Q.—What was the State charged?

A.—Five dollars per day.

Q.—Was there any preference between the workmen there?

A.—Yes, sir; some got two dollars, and some two and a half.

Q.—What was the State charged in each instance?

A.—Five dollars per day.

*Mr. Beck*—How do you know that? You say that the State was charged five dollars per day in all these cases? How do you know that when you never saw a warrant?

A.—Yes, sir, I know it.

Q.—You say you never saw the warrants?

A.—We went down to see the warrants; I asked to see them over the counter; the warrants were not drawn, I believe, until I quit.

Q.—Well, did you see your warrant?

A.—I went to see it.

Q.—Did you see it?

A.—I was told about it by the Clerk in the Controller's office; and I saw other warrants in the books; and I saw men were down as copper-smiths and mechanics. I went in after I quit work to look on the books and see what they would show in regard to it; but the office was closed, and I didn't see them; but before I quit I saw warrants which were drawn up for other parties.

Q.—But you never saw your own warrants?

A.—No, sir; they were never presented to me.

Q.—Was the State charged five dollars per day for all mechanics? —

A.—Yes, sir, all mechanics.

Q.—Do you know this gentleman who has just testified?

A.—No, sir; in our department we didn't know anything about any other department.

*Mr. Pardee*—Do you know anything about the covering of the dome?

A.—I helped frame that up; but I never worked on top of the dome.

Q.—Is that copper properly fastened?

A.—No, sir, it is not.

Q.—State why.

A.—I have seen it up there; in the first place, the copper is too far apart from the molding—the upper edge of the molding; the copper is too far from the molding edge, in this way, [describing with his hands.] and another thing, there are iron nails.

Q.—Why are not iron nails as good as silver nails or copper nails?

A.—Copper nails will stand without rusting, iron will not.

*Mr. Mott*—Is it galvanized or black iron?

A.—They are rusty now.

*Mr. Pardee*—What will be the result of putting in iron nails there?

A.—In a few years they will wear off, blow off, or else the heat will take them off.

*Mr. Beck*—What do you mean by saying that the copper and the moldings are too far apart?

A.—On the dome it does not come down sufficiently; it is too short on the sides.

Q.—You are a practical mechanic?

A.—Yes, sir.

Q.—Have you done this work before?

A.—I have done copper work.

Q.—Have you worked on domes?

A.—Some; it is very seldom that we do such work as this; but then we can do it; any kind of copper work can be done by our trade.

Q.—What do you mean by saying that the copper is too far apart? Do you mean that the sheets are too far apart?

A.—The bottom part of the copper coming over the moldings here [describing with his hands,] do not meet sufficiently close; the copper sheets do not come together properly. [Illustrating.] Here is a sheet of copper coming down in this way; here is the molding; now, this molding and the copper here do not come together; here is half an inch wide; that is wood inside there—the casing; it is not made fast there.

### TESTIMONY OF POWELL S. LAWSON.

*Mr. Pardee*—Where do you live?

Answer—In Sacramento.

Question—What is your business?

A.—Metal roofer.

Q.—Go on and State your identification with this building.

A.—Mr. George — [the Reporter could not hear his proper name,] and P. S. Lawson were contractors for covering the State Capitol roof with copper, and for fixing the gutters with lead; the roof is put on according to specifications.

Q.—What was the cost?

A.—The cost was one thousand four hundred and twenty dollars, for the gutters and the roof, as near as I can remember.

Q.—For the work?

A.—For the gutters and the roof.

Q.—For the roof of the whole building?

A.—The roof of the whole building; the work on it.

Q.—That is cheap.

A.—I think it was.

Q.—Do you know anything about the roofing of the dome?

A.—I do not.

Q.—Have you examined it?

A.—No, sir; I do not know, of my own knowledge, whether it is good, bad, or indifferent.

Q.—What is the length of the gutter surrounding the building?

A.—That I forget.

Q.—About what is the length? Give it to us as near as you can.

A.—I think it is about four hundred feet.

Q.—What is the price per foot?

A.—Three cents and a half per foot. I forget the length of the building; I think it is about two hundred feet long; but I never measured the gutters; my partner measured the gutters.

*Mr. McCullough*—How did you work on the gutters?

A.—I believe the contract was for so much per foot.

*Mr. Pardee*—Did you put on the present gutter, or the first one?

A.—I put on the first one.

Q.—Why was that removed?

A.—I cannot exactly say; I believe it leaked; that is all I know about it.

Q.—Do you know whether the present one leaks or not?

A.—It leaks worse than the old one; I think the first gutter was a great deal better than the last.

Q.—What was the cost of the first gutter?

A.—We only did the work; I don't know about the lead; I think it was estimated that there was a pound of lead to the square foot, for the lead on the roof, beside the work; that is what I understood it cost; that is what the Architect told me it cost.

Q.—You don't know how many feet there were?

A.—I do not remember at the present time.

*Mr. McCullough*—What became of the lead which you took out?

A.—I did not take any out; I had nothing at all to do with it afterwards; I put in the original work; my partuer could tell you more about that.

*Mr. Pardee*—Could not the first gutter have been remedied so that it would not have leaked?

A.—The first gutter could have been taken out and replaced so as to have made a No. 1 gutter, that is by placing it in steppes. I do not know whether you gentlemen understand that term; that is what they call in Europe, steppes; we put in what was called a straight gutter.

Q.—Was the material used good material?

A.—No. 1 material.

Q.—Any defects in it?

A.—None; none that I perceived; if there were any I did not perceive them.

Q.—What caused the lead to raise? Was it on account of the heat? How did it come to raise if it was not defective lead?

A.—Well, it would raise almost any metal whether it was good or bad; it will cause any kind of metal to expand; that is, lead, or zinc, or tin, or copper, or anything of that kind; it is not the poorest lead that will expand the most.

*Mr. Beck*—You contracted for putting in the gutter and the roof?

A.—For doing the work.

Q.—You say that the material was first class material?

A.—Yes, sir.

Q.—Then the only defect about the gutter was in the workmanship? [After a pause.] You say it leaked and had to be taken out? Then the only defect was in the workmanship on the gutter?

A.—I did not say that. By the contract all the boards, all the work, wood work, was done in a certain way; it was not prepared for laying in steppes; of course it drew the lead in some places and raised it in others; this is the way it was laid: [Illustrating.] It was drawn in some places apart and in others it was turned up. By taking this lead out and arranging it so as to put it in steppes you could have made a first class job of it.

Q.—Now, why did you not make a first class job of it in the first place?

A.—The gutters were not prepared for it; the gutters were never prepared for putting in steppes.

Q.—Who was to blame for that?

A.—It was none of my business.

Q.—Cannot you tell who was to blame?

A.—I don't know, I don't know who was to blame; I put in the lead and we found the gutters.

Q.—In what manner could these gutters have been prepared in order to put this lead in in steppes?

A.—If you will give me a rule I will show you. [Illustrating by drawing on a paper.] There is no soldering here; there are no joints here; they are all loose joints. Now that is a steppe gutter. [Exhibiting paper.] There you see a place from eight to ten steppes. Those are eight to ten feet in length. These steppes are two or three inches in high. You can see how the roof will run in that way.

Q.—Well, that would make it three hundred feet long; the number of steppes you have got there?

A.—Yes, sir. I am only giving you illustration.

Q.—Would you have made thirty sections like that, for the length of the building?

A.—That is the way it would be if it ran straight on the building.

Q.—Well, that would make eight feet of fall? How would you get that in that gutter?

A.—I don't know whether I give the exact shape of the Capitol building or not. I can do it. Now, for instance: here is an angle here, and here is a waterspout; and there is an angle there, and there is a waterspout; and here will be another waterspout; and there is another here; and another here; and another in there; and another there. It don't matter how many there are. But I believe there are eleven waterspouts in the building.

Q.—And twelve hundred feet around?

A.—Yes, sir. But then this could have been made different here [pointing]. And then I believe there is a waterspout in here. This need not have been more than twenty-five or forty feet at the outside here [pointing]. This is from the highest to the lowest part.

Q.—Why would you propose to run so many sections here in making the roof?

A.—I am just simply giving you an illustration. Perhaps I would not have had to extend much more than four or five steppes. This copper would have been joined on the lead, to the scroll, in this shape [illustrating]. The copper would come down in this manner. Here would be the joint. And there it would have been fastened on the firewall the same as it is now. This would have been what we call an apron. It would have been fastened with the apron.

Mr. Bennett stated that there were just six waterspouts in the building, and pointed out, upon an extemporized diagram, where they were.

Witness—Here is one and here is another. And in this angle there is another; and here there is another; and there there is another. Yes; there are eleven in all. I know there is one right over there by the Senate Chamber; and on this side it is the same way.

Mr. Bennett—There are just six.

Witness—Well, they can be counted.

Mr. Beck—Then the reason why you did not put this lead in steppes was because the workmen had not prepared the building for that kind of a gutter?

A.—Yes, sir.

Q.—And in order to have had the building prepared for that sort of a

gutter which you speak of, you would have had to have one hundred feet of fall here?

A.—It would not have been necessary to have reaches of that length; you could have two reaches in fifty feet along there.

Q.—Now, let us understand you. How wide is the building at the end?

A.—Well, I do not think any reach would have been a hundred feet, except at this end, from the corner of the portico to the northwest angle; if that is a hundred feet, that would be the largest angle; except on the other side which, I believe, would be the same length.

*Mr. McCullough*—You say you did this work by contract?

A.—Yes, sir.

Q.—Did you have specifications to go by?

A.—I would not be positive; I think we did; I don't know whether there were specifications or not; will you let me ask my partner? Did we receive specifications?

*The Partner*—We did not.

*Witness*—But the advertisement under which we bid said that the work would be put on under the directions of the superintending Architect.

Q.—Who was the Architect at that time?

A.—Mr. Cummings.

Q.—Did you put the work on under his instructions?

A.—We did.

Q.—Right through?

A.—Yes, sir.

## TESTIMONY OF HENRY LEWIS.

*Mr. Delaney*—Did Mr. Hobson or Mr. Kealey, on or about the sixth of last August, go to your office; and did Mr. Kealey there testify before you that he saw David Corcoran sign a power of attorney giving Mr. Hobson a power to draw his (Corcoran's) warrants?

Answer—Mr. Kealey never was in my office, that I am aware of.

Question—Did any other such person make such a declaration before you at that or any other time?

A.—Not that I am aware of; I took the deposition of Mr. Kealey at the residence of Mr. Hobson, some time in August; what it was about I don't know; at first, I thought I took his affidavit; Mr. Kealey was confined to his bed.

Q.—Did any other person come to your office and swear that he saw Mr. Corcoran sign a power of attorney?

A.—No, sir.

*Mr. Hobson*—Do you remember Mr. — coming to you at one time to make a deposition?

A.—I cannot say, Mr. Hobson, that I remember.

Q.—Would you remember the deposition if you saw a copy of the publication?

A.—I would.

*Mr. Hobson*—That is enough; I think I can produce that.

*Witness*—If it is in a published form, my name will appear signed to it. The committee then adjourned.

THURSDAY EVENING, March 14th, 1872.

# TESTIMONY OF BENJAMIN FREE.

*Mr. Pardee*—What is your occupation?

Answer—I was an apprentice under Hobson.

Question—Where do you live?

A.—In San Francisco.

Q.—Did you labor on the State Capitol?

A.—I did.

Q.—What kind of work?

A.—I was helping awhile; then I went to using tools.

Q.—How long did you work?

A.—I worked some two years and a half.

Q.—By the day?

A.—Yes, sir, I worked by the day.

Q.—What did you get a day?

A.—I got one dollar and fifty cents a day; and I had two dollars and seventy-five cents a day.

Q.—I ask you what you got a day. You say you got one dollar and fifty cents, and two dollars and seventy-five cents?

A.—Yes, sir.

Q.—How long did you get one dollar and fifty cents?

A.—I could not say.

Q.—About how long?

A.—It might have been six or seven or eight months; I would not say positively.

Q.—When you were getting one dollar and fifty cents per day, do you know what Hobson charged the State for your labor?

A.—I suppose it was four dollars; that is all he got for his helpers, I believe.

Q.—The State paid four dollars when you were getting one dollar and fifty cents?

A.—Yes, sir.

Q.—How long did you work for two dollars and seventy-five cents per day?

A.—I suppose about ten months or so.

Q.—What was the State charged?

A.—That I could not say; I never noticed; it may have been four dollars, and it may have been five.

*Mr. Delaney*—Was that during the time you were getting two dollars and seventy-five cents?

A.—Yes, sir; the second time.

*Mr. Pardee*—Did you ever get any higher wages than two dollars and seventy-five cents?

A.—I received five dollars one spell.

Q.—For how long a time?

A.—It was twenty-four days that I received five dollars.

Q.—Do you know what the State paid Hobson for your labor when you were getting five dollars?

A.—I believe I drew all the State allowed me.

Q.—Did you ever sign your own warrants?

A.—I have indorsed them; yes, sir, I indorsed them over to him.

Q.—All of them?

A.—No, sir, I could not say all of them; we signed a power of attorney.

Q.—To Hobson?

A.—To Hobson.

Q.—When did you sign the first power of attorney?

A.—It was shortly after those affidavits came out.

*Mr. Delaney*—That was in August or September, eighteen hundred and seventy-one?

A.—August or September.

*Mr. Pardee*—How many did you sign?

A.—That I could not answer now.

Q.—Did you make a habit of signing them over to him from that time on?

A.—We signed them every month first; then afterwards we signed them every week—a kind of receipt for it—as we were getting pay by the week shortly after that, towards the conclusion of the building.

Q.—Do you mean to be understood that in the month of August you signed the warrants, and afterwards gave receipts?

A.—Well, no; we signed a power of attorney, and he received the warrants.

## TESTIMONY OF HENRY KENITZER.

*Mr. Pardee*—Where do you reside?

Answer—San Francisco.

Question—What is your occupation?

A.—Architect.

Q.—We want your statement in regard to your identification with this building. Just go on and give it without being asked any questions, as briefly as you possibly can?

A.—Well, I would like to start out with my connection with this building. My former partner, Mr. Clark, who has since died in the Insane Asylum, in eighteen hundred and sixty-six—

*Mr. Pardee*—[Interrupting]—I would not go back that far.

*Witness*—Well, we made the original plans; in eighteen hundred and sixty-six I was called upon by the Commissioners, in connection with Col. Elliot of San Francisco, of the United States Engineer Corps, to come up here and devise some plans by which to stop the uneven settling of the building. We did so—and it has proved itself effectual—by erecting buttresses to the corners which were settling. In the spring of eighteen hundred and sixty-seven I was also called upon by the Commissioners to examine the plans of Mr. Cummings, who had been sent down to San Francisco for the cast iron work, as to the correctness of it. I went to the Commissioners, who had a room at the Russ House at that time, and told them my opinion—what I thought of the plans. I told them at that time, if a building with iron work was carried out according to those details, it would be a perfect burlesque on architecture. I told them they need not take my word for it, as they might think I was prejudiced, but get some other architect. They got some other architect, and his opinion, as I had it from Governor Low himself, was the same as my own. On August the nineteenth I received a telegram stating my appointment. I will state that

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some time prior to the nineteenth of August, Governor Haight came to my office in San Francisco and asked me if I would take the position of architect of the building in connection with Mr. Bennett; that my position would be to draw the plans and give general directions about carrying out the architectural part of the work. And on the nineteenth I received the telegram that I had been appointed to that position by the Commissioners—the nineteenth of August, eighteen hundred and seventy. Since that time I have performed my duty, that is, up to the latter part of December last, when I received notice that I had been discharged from the position of Architect.

Q.—Just state to the committee the condition you found the building in when you came?

A.—The condition of the building was this: The porticoes were not built. All the granite work was up to the top of the main floor. That is, the first floor. That is the same floor the Assembly Hall is on. The sills of the main portico, the granite work outside, had settled least—were up above the other work. I have it exactly in the last Report of the Capitol Commissioners; I think it was nearly two inches. The granite work was up about two inches above the level. The main building having its full weight had settled down. The portico, not having any weight on it, everything was out of shape. We had to take that down. As we were compelled to take that down, we then, after due consideration of the proposition by myself and the State Capitol Commissioners at that time, concluded to remove the exterior; these outside steps.

Q.—To remove them?

A.—I mean, to remove them from the plan, so as to make the building what it was originally intended; to correspond with the original plan. When the plan was first made by Mr. Clark and myself, there were no steps intended. That was only done after the adoption of the plan by the Commissioners; and through what source or influence I do not know. They did not want to adopt the plan without having those steps on. If you take the original plans, which are now here in the Capitol, you will see where the alteration has been made. A new piece has been pasted on, and the steps torn off. That was the condition of the building at that time as regards the porticoes. The dome had just been built up; that is, the exterior walls, but not covered all over. The stairs were not finished. The whole of this upper story was not finished. The main entrance doors were not finished. Nothing of that kind was completed. You will find all this more minutely stated in our last report. It specifies and simplifies all the work that had been done during that period.

Q.—Did you make an estimate when you first took charge of the building, of what it would cost to complete it?

A.—No, sir.

Q.—Were you asked to do it?

A.—No, sir. What do you mean? When I took charge of the work this last time?

Q.—This last time?

A.—No, sir. I never was called on to make an estimate.

Q.—Did you ever make an estimate?

A.—No, sir.

Q.—How many men did you have at work under you?

A.—I had no men at work under me. I had nothing to do with the workmen.

Q.—You were Architect, were you not?

A.—I was the Architect. I was only the supervising Architect, and saw to the architectural construction of the building.

Q.—Did you do your own drafting?

A.—Yes, I did it myself, and had draftsmen employed.

Q.—Did you have any assistants?

A.—Yes, I had two or three sometimes.

Q.—Do you know the number of men that were at work on the building?

A.—I knew it; I could not now say definitely; I know there have been sometimes from one hundred up to four hundred.

Q.—Who was the foreman?

A.—Well, there were different foremen. There was the foreman of the bricklayers, Mr. Herndon; and then there was the foreman of the carpenters. There were two foremen; three in fact—there was one who had the general supervision; that was Mr. Alexander. Then there was that little fellow who worked on the dome, setting the iron work; I forget his name.

*Mr. Delaney*—Mr. Lyons?

*Witness*—Mr. Lyons. Then there was, amongst the carpenters, Mr. Langdon, who had charge of the stair work. He was the stair builder, and superintended the making of the entrance doors—the main entrance doors; then there was Kehoe, who had charge of the copper work.

Q.—Do you know the *modus operandi* by which the time tables were kept?

A.—I don't know as I know it. There was a timekeeper who had his office right outside the main entrance.

Q.—What was his name?

A.—That was Mr. Beverage.

Q.—A one-armed man?

A.—Yes, sir.

Q.—Were there any other timekeepers?

A.—Not to my knowledge. Those were matters I didn't pay any attention to, because I had nothing to do with it.

Q.—What salary did you get?

A.—I had for the first six months, two hundred dollars, and Mr. Bennett one hundred dollars; that is, there were three hundred dollars allowed, and I received two hundred.

Q.—Two hundred dollars for the first six months?

A.—Yes, sir; and after the expiration of the first six months, I got one hundred and fifty dollars. I found myself after the first six months, on looking over my accounts and seeing the expenses I had been to—traveling expenses and work I had to hire in the office getting up the plans which I had to get up—out and injured; that I had not received as much money as I had actually paid out. I have no data by which I can prove that to you now. I wish I had my books here, for then I could prove it to you in black and white.

*Mr. Pardee*—I will take your word for it.

*Witness*—I went before the Commissioners and told them the facts; I told them I would be compelled to resign my position, as I was not able and did not feel like working for the State and paying money out of my own pocket. Governor Haight and the Commissioners talked the matter over. They thought it was not a fair compensation for my labor and expense; so the Commissioners agreed to allow me one hundred and fifty dollars a month for an assistant. They wanted to know if that was

acceptable to me. I told them, anything, as long as I was not losing money. I did not care to make any money; I had taken the greatest interest from the beginning in the Capitol, and was identified with the work. It was not my wish to make any money out of it, except I desired to get my expenses paid. I did not look at it as a position in which to make any money, so the Commissioners have allowed me one hundred and fifty dollars since that time.

*Mr. Delaney*—That was for an assistant?

A.—For an assistant draftsman. And I was paid fifty dollars for weighing the cast iron.

*Mr. Pardee*—How do I understand you? You were not paid; but for furnishing an assistant draftsman? An assistant draftsman was paid for his labor? You made nothing off him?

A.—No, sir. I paid my draftsman two hundred dollars.

Q.—You didn't pay him? He was paid through the Commissioners?

A.—No, sir. I received the money and paid him, because he was to work in San Francisco.

Q.—You paid him two hundred dollars a month?

A.—I paid him two hundred dollars a month.

Q.—Was he here with you?

A.—Yes, sir. He was here twice with me, making measurements, or helping make measurements on the building for my work.

Q.—Did he do his work in San Francisco or here?

A.—In San Francisco.

Q.—He came here but twice?

A.—He came here twice and helped me measure the building.

Q.—What other draftsman did you have to work as an assistant?

A.—Well, I had two besides him.

Q.—Who were they?

A.—There was one, which was my brother, who is with me now.

Q.—What did he get a month?

A.—I paid him one hundred dollars a month.

Q.—Who was the other?

A.—And then there was another one, whose name was Krumbein. I paid him one hundred dollars a month.

Q.—Did you have any other draftsmen?

A.—No, sir.

Q.—How long were you employed as architect? How many months?

A.—From August, eighteen hundred and seventy. About sixteen months—fifteen or sixteen months. In fact, fifteen months. That is about it.

Q.—What month did you commence as architect of the building?

A.—I commenced the latter part of August. I received my pay from the twenty-seventh day of August.

Q.—What year?

A.—Eighteen hundred and seventy.

Q.—Do you remember how much you received in all?

A.—The total receipt? I have it in a book somewhere [examining]. That is what I received in gold coin [showing].

Q.—State the amount. I want to know how much money you received in all for your services?

A.—Four thousand four hundred and thirty-nine dollars.

Q.—That is for all services?

A.—Yes, sir. That is in gold coin.

Q.—You worked sixteen months?

A.—About sixteen months.

Q.—In the month of May, eighteen hundred and seventy-one, I find you received three hundred dollars to pay draftsmen. To whom did you pay it?

A.—I paid it to the men I mentioned, in my office, down below.

Q.—Do you remember their names?

A.—Those are the names which I have given you. There was Charles Kuchler also; I have not given you his name before.

Q.—You said you had only three assistant draftsmen?

A.—I guess the Reporter has only two down. I gave him my brother and Mr. Krumbein. He has not put the name of Mr. Kuchler down before, I think.

Q.—Now how do you account for this: you paid one of your assistants two hundred dollars a month; you had three assistants; the other two you paid one hundred dollars a month each, so as to make a total of four hundred dollars, and here you have only charged three hundred dollars?

A.—Well, that was for two months—that three hundred dollars; that was for two months; that was for April and May. After the Commissioners had passed upon it, at the end of the month, they made it up and handed it in for the two months; that is in May.

Q.—Do you remember in May, eighteen hundred and seventy-one, to whom you paid that three hundred dollars?

A.—Yes, sir; I received then the three hundred dollars for assistant draftsmen for two months; that was for May and April.

Q.—For yourself and who?

A.—That was for April and May—two months—I received three hundred dollars for assistant draftsmen.

Q.—Do you know anything about Kehoe's contract for putting the roof upon the building?

A.—I do not know what special bargain has been made with him. I know he was doing the work. I had recommended Kehoe myself to do that work; but then I had not made any special bargain with him; that was made by the Commissioners.

Q.—Did that come under your supervision—looking at the roof?

A.—Looking at the work of it; yes, sir.

Q.—Do you consider it a first class piece of work?

A.—Yes, sir.

Q.—How did he do that—by contract, or by the day, for the State?

A.—It was days' work; the same as all other work.

Q.—You are sure it was not done by contract?

A.—Yes, sir.

Q.—Are you well acquainted with Kehoe?

A.—I have known Kehoe for a great number of years. I recommended him as a competent workman; I don't know any more competent than Kehoe. In my experience as architect in San Francisco, I have never had any one give me so satisfactory work as Kehoe.

Q.—What is he; a German?

A.—No, sir.

Q.—An Irishman?

A.—I guess Kehoe is an American.

Q.—Were you identified with him in the roofing?

A.—No, sir.

Q.—Did you, directly or indirectly, receive any reward or compensation from him for securing the contract?

A.—No, sir. I will put up ten thousand dollars, if the first man can be found that can prove that I received one single solitary cent outside of my own commission, which I have given you now. If such a man can be found, he shall have that ten thousand dollars.

Q.—That is what we like to hear. But it is necessary for us to make this investigation, you understand, and ask these questions?

A.—I will put up that amount to-morrow morning, if you like. I have not the money here, but will give my bond for it.

Q.—Then you say that Kehoe did not, directly or indirectly, give you anything?

A.—Neither he nor anybody else.

Q.—Do you know of any money that was used in order to have contracts secured by contractors?

A.—No, sir.

Q.—Nothing of the kind?

A.—No, sir. I recommended two workmen. I recommended Kehoe, and Langdon the stair builder. Those are the foremen I recommended. Otherwise, I had nothing at all to do with employing the workmen. I recommended those two men, because I didn't know of any better in the State.

Q.—Have you an idea what it will take to complete the building now? Have you ever made any estimates?

A.—Yes, sir. You will find it in our report. My estimate has been two hundred and forty-seven thousand two hundred and forty-two dollars. That is the building and grounds as they are now; not enlarged, as is contemplated. It will take that to complete the building and grounds in ornamental condition. You will find all the items there specified.

Q.—I do not want to look at that, but I want to have your statement.

A.—That is enough to finish the building, and grounds ready to sow grass and plant trees.

Q.—Was there a large amount of iron used in the building after you took charge of it?

A.—Yes, sir.

Q.—From whom was the iron purchased?

A.—You mean wrought iron or cast iron?

Q.—All kinds. Wrought iron?

A.—Wrought iron I only ordered forty-eight plates of, from Selby, at San Francisco, December sixth. I ordered that from Thomas Selby, at a cost of nine cents per pound, delivered at the cars in that city. That was nine cents in coin. That was all the wrought iron I had anything to do with.

Q.—Was there a large amount of cast iron used?

A.—Yes, sir.

Q.—From whom was that purchased?

A.—That was under a contract with the Miners' Foundry in San Francisco. That was under the original contract made in the beginning.

Q.—Will you state how that was purchased? By the ton, or how?

A.—By the pound. Six cents per pound delivered at the building here.

Q.—By whom was it received?

A.—It was received by the architect and foreman of the work.

Q.—Was it weighed by yourself?

A.—Yes, sir.

Q.—Why did you charge more for the weighing of iron the last seven months than you did the previous months? The books show that you charged a larger amount for weighing iron during those last months?

A.—Well, I don't know how those accounts have been made out; I never saw the accounts in the books; I received from the month of November, eighteen hundred and seventy, I think it was, fifty dollars per month up to the latter part of November, eighteen hundred and seventy-one.

Q.—Fifty dollars per month for what?

A.—For weighing and inspecting that iron; for which, formerly, there had been paid one hundred dollars a month.

Q.—Did you get that in addition to your wages as architect?

A.—Yes, sir; previously they had paid for inspecting that iron one hundred dollars a month.

Q.—Did the man who did it before you do nothing but weigh the iron, or did he do as you did, occupy some other position, and weigh the iron when it came?

A.—He had some other position.

Q.—Then he did just as you did?

A.—He had no other position, I believe, on the building, but held some other position in the city.

Q.—What else did he do?

A.—It was C. C. Bemis, I believe. I am sorry I did not bring up those reports. I guess he is one of the boiler inspectors.

Q.—He had one hundred dollars for weighing this iron?

A.—I think so; that is what I infer from looking over the old reports.

Q.—The books do not show that?

A.—The old Capitol Reports show all this.

Q.—The books show that he received forty dollars a month instead of one hundred dollars, as you state.

A.—Well, that is as much as I looked over.

*Mr. Nichols*—Sixty-five dollars a month is my impression.

*Witness*—Well, you ought to know, Doctor, he was weighing iron under your administration.

*Mr. Pardee*—Did you receive pay for any other services?

A.—No, sir.

Q.—Then, with this fifty dollars a month you made, part of the time, two hundred and fifty dollars a month yourself?

A.—I received, including the weighing of the iron, three hundred and fifty dollars a month for some of the time.

Q.—For your own services?

A.—For my own services.

Q.—I understood you on the start to say that you at first got two hundred dollars, and then they cut you down to one hundred and fifty dollars?

A.—Yes, sir; one hundred and fifty dollars; but then I received one hundred and fifty dollars for an assistant draftsman—because I had to pay my draftsman—and fifty dollars for weighing the iron.

Q.—But that is not your own wages, what you received for your draftsman; the money paid to you for his salary is not pay for your services.

A.—That is right; then I received two hundred dollars in all, including the weighing of the iron; the first six months I received two

hundred dollars, that is as architect, and then fifty dollars since November, eighteen hundred and seventy, for weighing the iron.

*Mr. Delaney*—The books show that on the second day of May, eighteen hundred and seventy-one, you received fifty dollars a month for weighing iron; from when?

A.—I don't know exactly the date of its commencement.

Q.—But from the time it did commence up to the second day of May, eighteen hundred and seventy-one, you received fifty dollars a month; it is charged in the books.

A.—That is from November.

Q.—From November, eighteen hundred and seventy, to May, eighteen hundred and seventy-one?

A.—I cannot tell you exactly; I don't know that it was from November; I have it in a book exactly.

Q.—But from that time up to the first of December of this year, there are seven months during which you received two hundred dollars a month for weighing iron?

A.—I don't know how it is charged.

Q.—In addition to that, there are three hundred dollars charged to you and Mr. Bennett as architects?

A.—Yes, sir.

[*Mr. Delaney* read the minutes to the witness.]

*Mr. Nichols*—Do you find in those minutes the charge of one hundred and fifty dollars for an assistant draftsman?

[*Mr. Delaney* continued to read.]

*Mr. Delaney*—Those are the only charges I find against you, on examining the account clear through from that time.

*Mr. Nichols*—Is it not probable that the one hundred and fifty dollars was included in that, for the assistant draftsman?

*Mr. Delaney*—It is not so entered in the books.

*Witness*—I think the reason was, or one reason, I received in warrants, and I paid out the value I received in gold.

*Mr. Pardee*—How much do his receipts foot up for those seven months?

*Mr. Delaney*—Two thousand seven hundred dollars; from the time the Commissioners commenced, they paid fifty dollars a month; first to Mr. Bemis, and then to some one else, up to this time.

*Witness*—Mr. Moore.

*Mr. Nichols*—We paid Mr. Bemis seventy-five dollars a month; we also paid Mr. Moore seventy-five dollars a month for weighing iron.

*Mr. Pardee*—How long did you pay your assistant draftsman?

A.—Oh, I paid him until the end of the work.

Q.—How many months; do you remember?

A.—Well, I paid him ever since I started, which was in September, or the latter part of August, eighteen hundred and seventy; from then up to November of last year.

Q.—Have you the amount which you paid each one separately?

A.—I have not here; do you want some information as regards the correctness of weighing the iron; I inferred from my subpoena that there was probably some doubt about that.

*Mr. Delaney*—I wrote the subpoena; it was in consequence of this charge of two hundred dollars for weighing the iron, and finding there was less iron delivered during the last seven months than during the months previously.

*Mr. Pardee*—I do not see as there is anything in that; if a man is paid for his time that has nothing to do with it.



*Mr. Nichols*—There can be no question about the explanation of this charge of two hundred dollars; any one must be convinced that one hundred and fifty dollars of that is included as the allowance for the assistant draftsman.

*Mr. Delaney*—Did you pay one hundred and fifty dollars to an assistant draftsman during each of these seven months?

A.—Yes, sir; and more than that; I paid more than one hundred and fifty dollars. If I can count up my figures, I made a pretty small salary out of this work.

*Mr. Pardee*—The only thing I can see in it which calls for any question is this: the Commissioners hired you as an architect, and employed you as something else?

A.—I was, in fact, as an architect residing in San Francisco, not being present here all the time. Most of the time I was down below; and in fact I would be the most proper party to go and see to that matter of weighing and inspecting iron, because I would have more knowledge of it, and would know. If the iron was cast too thick, I would not take it. I think I was the proper person in preference being there to examine that, rather than some outsider who had no practical knowledge of the thing at all, and would not know whether the iron was right or wrong. As regards the correctness of the cast iron, if you wish to inform yourselves, I went to the trouble of going to the foundry, and got the shipping receipts from the railroad company, who weighed that all over. I am sorry to say I could not get them for the first month—November, eighteen hundred and seventy. I added up those railroad receipts. There is one million six hundred and sixteen thousand eight hundred and seventy-eight pounds of my weight. The railroad company's weight is one million six hundred and sixteen thousand nine hundred and ninety-six pounds, being one hundred and eighteen pounds more than my weight. I am sorry I could not find the other receipt for the first month. Mr. Palmer looked for it, but could not find it. There are the others (showing)

*Mr. Delaney*—Do the bills you sent up include the draftsman's account too?

A.—Which bills?

Q.—The monthly bills?

A.—No, I did not send any bills for the draftsman.

Q.—Then you sent in two hundred dollar bills for weighing the iron?

A.—No, sir; that was just the same as my salary. I did not send in any bills for my salary.

Q.—You were charged with two hundred dollars a month for the iron?

A.—I don't know how that was arranged.

Q.—There was no bill sent in for two hundred dollars?

A.—What does that bill say?

Q.—It says for assistant; and afterwards there was none sent?

A.—I did not send in bills.

*Mr. Nichols*—Did you used to put in your bills for so much for weighing iron?

A.—No, sir; Mr. Bennett made out the bills. For the weighing I know I made out the bills, that being an outside matter from the services of the architect.

*Mr. Delaney*—Did those bills call for two hundred dollars a month?

A.—My bills were made out for only fifty dollars for weighing the iron.

Q.—For only fifty dollars?

A.—For only fifty dollars.

Q.—Did you tell Governor Haight that you would not allow any man to put that copper roofing on but Mr. Kehoe; that there was no one else in San Francisco fit to do it?

A.—I told the Commissioners that I didn't know of any man in the State of California more competent than Kehoe; and as that was a piece of work of very much importance, I certainly would get the best man I had knowledge of, and would not care whether he was my friend or foe; I wanted a good man.

Q.—You did not tell them he was the only man that could do it, did you? Did you force Kehoe on the Commissioners by making a remark of that kind?

*Mr. Pardee*—I do not see what that has to do with it.

*Witness*—I would like to ask your indulgence to give me a few minutes to say a few words in reply to the testimony which I understand has been given by Mr. Cummings.

*Mr. Pardee*—If it is not as testimony, it is unnecessary.

*Witness*—I think it is nothing more than just and fair to afford me this opportunity; Mr. Cummings has, as I infer from what I see in the newspapers, given some testimony as regards the character of the building.

*Mr. Pardee*—If you wish to give this as testimony you can proceed.

*Witness*—It is as testimony; you can put it down as testimony; I think it is nothing more than just that I should have a fair chance and hearing when my character and reputation are at stake.

*Mr. Pardee*—If it is testimony we will be glad to hear it.

*Witness*—In the first place, I never knew Mr. Cummings until eighteen hundred and sixty-six, when I was called on and was introduced by the Commissioners to him. I heard of him a great deal in San Francisco after I arrived there in eighteen hundred and fifty-four; he was then absent; the only building that he had built was the Montgomery Block and the Union building at the corner of Merchant and Montgomery streets, where now is located the office of the Tax Collector of the City and County of San Francisco; in the City Directory of eighteen hundred and fifty-three and eighteen hundred and fifty-four, it is stated that Mr. Cummings had exhausted all his skill on those buildings and had to travel to foreign countries to get up new ideas; now if an architect has exhausted his skill on buildings of that description I think he must have known but very little.

*Mr. Bockius*—I do not see what this has to do with the matter.

*Witness*—Allow me; I want to make an explanation in reply to testimony which I understand has been given here.

*Mr. Bockius*—I must interfere; we did not allow, as I am aware of, Mr. Cummings to make any attacks on the witness; I think it is entirely out of order to permit crimination and recrimination.

*Witness*—I think you ought not to allow Mr. Cummings to make statements detrimental to my character without affording me an opportunity to reply; he condemned my character, as I understand, and said the character of the building was spoiled entirely.

*Mr. Bockius*—Anything that the witness can say with regard to the building, I submit we have a right to hear and will hear, but when he proceeds to cite other buildings, I do not think it is in order.

*Witness*—I am done with that now. As regards the reliability of the statement of Mr. Cummings here, that the building could be constructed

for so much, or that work which had cost so much could have been done otherwise. In eighteen hundred and sixty seven, Mr. Cummings reported that the building could be completed entirely, exclusive of the stair work and opening in the rotunda, for six hundred and twenty-seven thousand two hundred and fifty-three dollars and forty-six cents. From the year eighteen hundred and sixty-seven to the year eighteen hundred and sixty-nine, Mr. Cummings expended seven hundred and fifty-six thousand three hundred and sixty-seven dollars. And then at the end of the year eighteen hundred and sixty-nine, he estimated the amount necessary for the completion of the building at three hundred and eighty-one thousand two hundred dollars. Taking the estimate of Mr. Cummings of the cost of completing the building in eighteen hundred and sixty-seven, of six hundred and twenty-seven thousand dollars, this would make it nearly double. Probably it would make it more than double; because we do not know that Mr. Cummings could have carried the building out for three hundred and eighty-one thousand dollars from the year eighteen hundred and sixty-nine, being the time when I took hold of it. Now I say if an architect runs wild in his figures as much as that, where is he reliable in his testimony? Yet he comes here and declares that he could have done so and so. I only want to give you these facts so as to show what reliance can be placed on the testimony he gave. So much for that. In another place he states that the steam heating was a failure, and that if the members of the Legislature should be here six months longer, they would all die with consumption. Now steam heating, as Dr. Pardee, who is a physician, knows, is considered the most healthy method of heating, aside from a good fire, that can be adopted. And there is only one principle in steam heating. That is, to carry the steam through iron pipes over the departments, and let it out at certain places. The principle has been the same ever since steam heating was inaugurated. And where is there anything injurious, or which can be injurious, about it? Considering the way, the manner and the time that that steam heating apparatus was put in here, I say it was a creditable job to any one who did it. Because there is not the least noise or anything of that kind produced by steam, and has not been. It has worked from the first day when the steam was let on just as it does now. There has been no change or alteration made.

*Mr. Pardee*—Did you superintend it?

A.—Yes, sir, I had partly the charge of it, with Mr. Bennett. As regards Mr. Cummings speaking of the changes made in his plans. Mr. Cummings never had a plan of this building. I say, and will say—and I am sorry he is not here, for I would tell it in his face—that he is not capable of making a plan for a building of this kind.

*Mr. Pardee*—I would not be so personal about it.

*Witness*—There is nothing personal. Last Fall there was an article condemning the removal of the contemplated outside steps, or at least the doing away with the idea of having them.

Q.—For what; the portico?

A.—The portico steps outside. I called on the most trustworthy, prominent, and reliable architects in San Francisco—Stephen H. Williams, and Mr. Wright, of the firm of Wright & Saunders. I don't know whether either of you gentlemen is acquainted with them; but here is their report. I told them to come up here and examine the work and give me a fair and square opinion; I did not want any flattery; I just wanted to hear precisely their feeling about it.

[The witness here read the written opinion of the architects referred to.]

H. KENITZER, Esq.:

DEAR SIR: Having made at your request a careful examination of the State Capitol, together with the original drawings of that building, prepared by yourself and the late R. Clark, Esq., we beg to make the following report:

*First*—We find that according to the original design of the building, a lofty flight of stone steps formed the base of the portico, having a frontage of eighty-four feet, and the principal entrance to the building being on the second floor, on which are located the Assembly Hall, Senate Chamber, State Library, Committee Rooms, etc., and mainly occupied a few months every two years; and the only access to the principal or first story floor being under the center of the portico and behind the stone steps, about forty feet from either end thereof, surrounded with gloom, vault-like and cheerless. We notice that you have dispensed with the lofty flight of steps, however grand and imposing they would have been, for the very good reason that the building was originally designed complete without them, and were only clapped on as an *after thought*, or condition of acceptance imposed by the Commissioners or Judges in the competition. Had the building been originally designed with a low basement story for inferior officers, the steps would have been very appropriate and becoming; but on the contrary, the basement as designed and built is the superior story, containing all the principal State offices and Supreme Court, to which constant daily access must be provided, and we consider it highly just and proper that such access should be made as convenient, light, and cheerful as possible. This we think you have accomplished very successfully. If the projected steps are ever built, the entrance to the principal story should be provided in some different locality, involving serious alterations and mutilations.

*Secondly*—The dome which has been executed in cast and wrought iron, under your superintendence, is, we think, excellent in design, admirable in construction, and as thoroughly economical in workmanship and materials as the substantial nature of the structure undoubtedly demanded.

*Thirdly*—Our attention having been called to the main staircase, we would remark that they seem to us to be extremely suitable in design and construction, and very well executed; and while it is, perhaps, to be somewhat regretted that in a building of such importance, staircases of stone were not originally provided for in the construction of the building, we cannot but express our appreciation of the generally admirable character in this, as in all other instances of the work carried out under your directions.

In conclusion, we would beg leave to express our sincere desire that you may be allowed to continue and complete the entire work, regardless of all political changes that may occur in the State government, or any other influence, fully satisfied that the Capitol and the State will be benefited thereby.

Yours truly,

JOHN WRIGHT,  
S. H. WILLIAMS.

SAN FRANCISCO, December 2d, 1871.

I will give you another piece of experience of Mr. Cummings; a man calling himself an experienced architect. When I came up here on the first visit I made to this building, which was with Dr. Nichols, the then Secretary of State, my attention was called to the roof. It was very leaky. I went up. That was my first visit. I went up on the roof and found that a roof had been put on of lead. The lead was all wrinkled; just shoved up. It was sticking up, and all broken to pieces. I told Dr. Nichols there was no other help for it; that the only thing the Commissioners could do was to take the lead out and put on copper. That lead had been put on at great expense. We had to take it out and put on copper. Now it was a piece of absurdity to put on a lead roof. You are not experienced builders; but I do not think either one of you would do anything of the kind.

*Mr. Bockius*—Mr. Cummings did not put it on, as I understand, because it was his own desire, but because he was ordered to do so.

*Witness*—Then he should have insisted that it should not be done. When the Commissioners wanted me to do things I did not think proper, I insisted on it, and said I would not do so. I said to them, "If you persist in your order, you must give it to me in black and white, because I am the responsible party." I considered that I knew more about that work than the Commissioners did.

*Mr. Pardee*—Have you anything more to state as testimony?

A.—No, sir. Except you wish to examine the receipts as to the correctness of the iron.

*Mr. Delaney*—Have you examined the copper put upon the dome since it was done?

A.—Yes, sir.

Q.—Do you know if it is fastened with iron nails?

A.—Yes, sir. But that don't signify anything at all.

Q.—Do you, as an architect and expert, say that makes a good job; iron nails driven through copper—iron rivets?

A.—We could not get any other that were suitable. They were not to be got. We did not have the time to send. It was contemplated to use copper rivets. We certainly would have used them in preference.

Q.—What kind were used?

A.—Iron tinned, small rivets. Those rivets do not show rust at all. They never will injure the roof at all. Iron rust is not detrimental to copper at all.

Q.—Will not the copper eat the iron nails away?

A.—No; the copper will eat tin and zinc but not iron.

*Mr. Bockius*—Will not copper and iron, coming in contact together, form a galvanic current by which the copper will be eventually destroyed? It will certainly have a galvanic action thus to connect those two minerals, and one will rot the other and eat it up if there is sufficient moisture.

A.—I have taken copper rivets from buildings in Europe that probably had been on there for one hundred and fifty or two hundred years, nailed, not with copper nails, but only with iron nails, and I could not see an injury.

*Mr. Delaney*—Did you ever use any iron nails in putting on copper roofs in this country, in any other instance?

A.—Well, there are very few buildings where they use copper roofs; for there are very few copper roofs standing in this country; I think

pretty much all the copper roofing that has been put on, in San Francisco, I put in myself.

*Mr. Nichols*—[to *Mr. Delaney*]*—*Was it your impression that iron nails were used and driven into the roof?

*Mr. Delaney*—My impression was that some were used that way, but not all.

*Mr. Nichols*—Copper nails were used on the roof.

*Mr. Delaney*—Between the laps there are iron nails driven, also.

Q.—Was it customary to advertise for proposals to furnish material?

A.—That I don't know; I told you what material I ordered; the iron for the ribs of the dome; I went around to different places, to Conroy & O'Connor and to Johnson; I had a great deal of difficulty, some of them would not take hold of it at all; at last Selby & Co. telegraphed on and found they could get it in time, so they ordered it at nine cents a pound. There were proposals invited for the copper, which are now on file in some place.

Q.—Were they advertisements for proposals?

A.—There were only a few houses here as well as in San Francisco that could furnish that; they were all called on to furnish proposals.

Q.—Then the proposals were advertised for?

A.—They were not advertised for, because there were only a few persons to be asked about it. I think the money was well saved for advertising where there were only about a half a dozen parties to ask, in all, here and in San Francisco.

## TESTIMONY OF JOHN KEHOE.

*Mr. Pardee*—Did you roof this building?

Answer—I did not roof the building; I merely put the copper on the dome.

Question—You are not the man who put in the gasfittings?

A.—No, sir.

Q.—Where is your place of residence?

A.—Eighteen Sutter street, San Francisco, just below Montgomery.

Q.—What is your occupation?

A.—Metal roofer.

Q.—Now, will you go on and give your testimony without further interrogations concerning your identification with this building; how you became identified with it; how you obtained your contract, etc.?

A.—I think it was in eighteen hundred and seventy.

Q.—About what month in eighteen hundred and seventy?

A.—I cannot recollect.

Q.—Well, about what month?

A.—Along about May, or June, or July; somewhere about there.

*Mr. Kenitzer*—Eighteen hundred and seventy-one, you mean?

A.—I mean eighteen hundred and seventy; *Mr. Kenitzer* sent for me, and I went to his office; he showed me a letter that Bennett had sent to San Francisco to send up five men to assist *Mr. Laufgkottter* to put in some gutters; to take out the lead gutters and put in copper; I told *Mr. Kenitzer* I would not come up myself, or send a man, short of five dollars a day, which I received in San Francisco for my men. He sent word up and got an answer, I suppose, to send up five men, and come myself;

that my wages for my own services would be five dollars a day, and they would pay me five dollars a day for my men, with expenses from San Francisco to Sacramento and back. I came here and helped Mr. Laufgkötter, who is here now, take out those lead gutters and put in my copper; I got through, received my pay, and went home. Then they were about to cover the dome with copper; I asked Mr. Kenitzer, when I came down, about covering the dome with copper; I told him I would be willing to go on the same conditions I went on the first work; that ran along for several months; finally, Kenitzer told me to come up and bring, I think, three men—two or three—and I came. He introduced me to Dr. Nichols. The wages were to be the same as I had while helping Laufgkötter, which was five dollars a day for myself, and five dollars a day paid me for my men; that is all I know about it; I came here and did the work as far as I knew how, and paid my men; that is the whole thing; if I was to sit and talk a month, that is the whole thing.

*Mr. Pardee*—How long were you employed; about how many months and days?

A.—The last time?

Q.—No; the whole time.

A.—The first time?

Q.—No; the whole of your engagement.

A.—About six or seven months, from the first to the last.

Q.—How many men did you have with you that were employed by the State?

A.—I don't know that the State employed anybody but me; I employed the men; I never heard that the State employed the men.

Q.—The State paid them, didn't it?

A.—No, sir; the State paid me and I paid the men.

Q.—How many did you have?

A.—Sometimes I had four, and ran up as high as twenty or twenty-four sometimes, according as I wanted the men to do work. The latter part of it they were in a hurry for fear of rain, and I had to put on a few more men, so as to get the building covered in time; they were afraid of rain.

Q.—Were they all experienced workmen?

A.—Yes, sir, they knew what they were doing; they knew what they were doing, every one of them.

Q.—Were any of them what in your trade would be called helpers?

A.—Sir?

Q.—Were they any of them apprentices, or what your trade would call helpers?

A.—I did not have any apprentices.

Q.—You did not?

A.—No, sir; never had one in my life. I just hire a man, and pay him off and let him go if he does not suit.

Q.—Did you pay your men all five dollars a day?

A.—No, sir.

Q.—How many of them did you pay five dollars a day?

A.—None; I did not pay them five dollars a day; I did not pay them five dollars a day in San Francisco.

Q.—I want to know how much you did pay them a day?

A.—I paid some four dollars; some three and a half and three, and some two and a half.

Q.—Did you get five dollars a day for those that you paid two dollars and fifty cents?

A.—I did.

Q.—That was pretty good profit, was it not?

A.—Yes, sir.

Q.—How many did you have at a time that you paid only two dollars and fifty cents and received five dollars for?

A.—I think either three or four sometimes.

Q.—Do you know how much the State paid you for the entire work that you did here with your men?

A.—I never figured.

Q.—Not exactly?

A.—No, sir; I never figured.

Q.—Did you keep any account of it?

A.—No, sir.

Q.—Did you have a man in your employ by the name of Meyer?

A.—I did.

Q.—What did you pay him a day?

A.—Three dollars and fifty cents. Meyer? Yes, that was the only one I had of that name. I paid him three dollars and fifty cents.

Q.—Did you have a man by the name of Nolan?

A.—Yes, sir.

Q.—What did you pay him a day?

A.—Two dollars and fifty cents. I will give you the names [showing a memorandum book.]

Q.—Did you have a man by the name of Thomas Havey?

A.—Yes, sir.

Q.—What did you pay him a day?

A.—Three dollars.

Q.—You have it here that you paid him four dollars and sixty cents a day [examining the memorandum book]?

A.—Yes, sir; but I paid this in gold, not in warrants. I paid all my men in gold; and I did not wait until the twenty-sixth either. I paid them on the first of the month, and generally paid them in advance.

Q.—Were the warrants at a discount?

A.—Yes, sir. Eighty and eighty-one cents, I think I got for them, and I paid my men in gold.

*Mr. Delaney*—What did you say you paid Nolan?

A.—Two dollars and fifty cents.

Q.—You have it two dollars and eighty-seven and a half cents here. How much did you pay J. Perryman?

A.—I paid him two dollars and fifty cents a day.

Q.—It is two dollars and eighty-seven and a half cents in your book. I suppose that increase is for the discount?

A.—I have a contract with them all in writing. You can see it there.

Q.—Do you remember what you paid McGrath?

A.—I think I paid him four dollars. Is that right?

Q.—Yes, sir. Do you remember what you paid Brady?

A.—I think I paid him four dollars.

Q.—It is two dollars and eighty-seven and a half cents here.

A.—I think that must be a mistake. Yes; it is four dollars.

Q.—James Gannon?

A.—I paid him two dollars and fifty cents.

Q.—James Ramage?

A.—I think I paid him three dollars. I am not certain. I think I paid him three dollars.

Q.—William Kennedy?



A.—I think you will find him marked there. Let me see; there were so many of them it is difficult to remember. I think it was four dollars I paid him. I am not certain what I did pay him. No! I paid him three dollars. That is right. I thought it was four.

Q.—Did you have a man by the name of Knowles?

A.—Yes, sir; I paid him two dollars and fifty cents.

Q.—And Ferguson?

A.—I think it was four dollars.

Q.—James Hoey?

A.—Four dollars.

Q.—Tuttle?

A.—Four dollars.

Q.—Halsted?

A.—The same.

Q.—Millner?

A.—Four dollars.

Q.—Joseph C. Carter?

A.—I think it was four dollars. I am not certain. It was four dollars or three dollars. It is put down in the book.

Q.—John M. Mace?

A.—I think four dollars. Four or three dollars.

Q.—Daniel Sullivan?

A.—Four dollars.

Q.—Willock?

A.—Four dollars.

Q.—John F. Moore?

A.—Four dollars.

Q.—Neil Gayh?

A.—Four dollars.

Q.—Allen?

A.—I am not certain. I paid him three dollars or four dollars.

*Mr. Pardee*—Two dollars and fifty cents it is here.

*Mr. Delaney*—P. Morrissey?

A.—Two dollars and fifty cents.

Q.—George?

A.—I think I paid him three dollars. I am not certain.

Q.—Thomas Hanna?

A.—Two dollars and fifty cents, I think.

Q.—Philip Sitz?

A.—Four dollars.

Q.—That is the full list, is it not?

A.—I think so.

*Mr. Pardee*—You had a pretty good job?

A.—I had; yes, sir.

Q.—You made more than the Architect? [Merriment.]

A.—Well, probably I would have done just about as well if I had staid at home. I had to furnish tools, you understand. When I pay men four dollars I make a dollar on them; when I pay them three dollars, I make two.

Q.—I suppose it is customary on private jobs to make all the way from half a dollar to a dollar, is it not?

A.—From a dollar. A dollar is what we calculate to make; a dollar a day.

Q.—You paid each man four dollars and charged five?

A.—Yes, sir. Or hire men for three and charge the same price. That is the standing wages; five dollars a day.

Q.—Where you furnish men and tools?

A.—Soldering irons, tools, and everything necessary to have; if you employed me to repair your roof I should charge you five dollars for each man; I was paying in gold, and then I paid on the second of every month, according to my contract with the men, but did not get my pay until later; when not paid on the twenty-sixth I did not get my pay until the tenth of next month, and then I had to take scrip.

Q.—You were out the discount?

A.—I was out the discount and waiting for the money.

Q.—But that was waiting only a few days?

A.—Well, men when employed here would want their money ten or twenty days in advance.

Q.—A man who has it would just as soon pay it twenty days in advance as any time, would he not?

A.—Well, yes, sir.

Q.—You don't know how much you did receive in all?

A.—No, sir; I have never figured it up.

Q.—It is set down in the books at eleven thousand eight hundred and eighty-seven dollars; you did the roofing?

A.—Only the dome portion; I got the copper ready and covered the dome; I had nothing to do with the main roof at all, only assisting Laufgkötter the year previous to put in those gutters.

Q.—A man always considers his own work good; but do you consider the roofing of the dome a first class job?

A.—I do.

Q.—Do you think the iron ribs that were used will be lasting?

A.—I have nothing to do with the roof; that is not on the dome.

The witness here described the method of roofing the dome.

*Mr. Baird*—I understand from the architect, *Mr. Cummings*, that there were iron nails used in that?

A.—Well, *Mr. Cummings* would have to take the roof up, or any person else, to find out how it was put on; I know that.

Q.—Does that fit all around the dome so that water cannot get in it?

A.—Yes, sir; say there is a rib; one that runs up; then that is formed here in a scroll and twists one way the same as the other; it then turns up here and is fastened with a cleat in that manner, [describing]; I think they are about a foot apart; I went up to-day and got some of the nails I nailed it with; if they call them iron I say they are pretty good iron nails; I bought them for copper; I do not think I would take iron nails from *Huntington & Hopkins*, or any one else, for copper; there are two nails in each one of these cleats, and they are copper, too; there is not an iron nail in it.

*Mr. Delaney*—When did you commence to work on the dome?

A.—I think some time in May.

Q.—Do you know how many days you worked in May?

A.—No, sir, I do not.

Q.—Do you know how many days you worked in the month of June?

A.—No, sir.

Q.—Did you work on the building twenty-six days in the month of June?

A.—I think so.

Q.—Did you work twenty-six days in the month of July?

A.—All but the fourth of July, and I think pay was allowed for the

men for the fourth of July; they did not get any pay for that day, but I think I did.

Q.—How many days did you work in the month of August?

A.—I do not recollect.

Q.—Did you charge twenty-seven days in August?

A.—I don't know; I charged every working day there was in it.

Q.—Did you charge any time you were not there?

A.—No, sir; that I was not there; are you talking about myself?

Q.—Yes, sir.

A.—I was sick a few days, and went down to San Francisco and returned; I got my pay for that.

Q.—You charged for it?

A.—Yes, sir.

Q.—And it was allowed?

A.—It was allowed.

Q.—When was that; in the month of August?

A.—I have forgotten; either August or September.

Q.—Was that the only time you were away from here from the time you commenced until you completed the job?

A.—No, sir; I would go down of a Saturday afternoon, and come back Monday morning.

Q.—How many days did you work in the month of September?

A.—I don't know; I have forgotten.

Q.—Did you work all that month?

A.—I think I did; I am not certain.

Q.—Did you go to San Francisco during that month?

A.—In September? I might.

Q.—You think you did, do you not?

A.—I should not wonder.

Q.—How many days did you work in the month of October?

A.—I think I worked a full month.

Q.—How many days in the month of November?

A.—I did not work all that month; that month was not a full month; I have the November and October books; the other book I have not got; I have lost it; I can tell you about the November month; thirteen days I think.

Q.—What do your books show that you worked in the previous month—October?

A.—Twenty-six days, I think.

Q.—You commenced working in the month of May? Is it May or April? The way they have kept the books I cannot tell.

A.—I commenced in May.

Q.—You worked nine days and a half during that month, and quit work in the month of November, probably about the fourteenth or fifteenth, charging thirteen days for that month?

A.—It is in the book, I suppose.

Q.—How many days did you lose during that time?

A.—I don't know.

Q.—Now isn't it a fact that you were not here more than a quarter of the time?

A.—No, sir.

Q.—It is not?

A.—No, sir.

Q.—With whom did you make an agreement by which you were allowed to charge the State one price and pay the men another?

A.—The agreement was from the previous year.

Q.—I ask you the question: With whom did you make this agreement, the agreement under which you did this work? Not when it was made, but with whom it was made?

A.—I cannot come right down to the point who it was made with.

Q.—Did you make an agreement at all to do work for the State?

A.—Whether it was with Bennett I won't say, or Dr. Nichols, or who it was. I cannot recollect exactly. But I was to get five dollars a day for the men, and five dollars a day for myself.

Q.—Did you understand at the time you made the contract that you were to pay those men just whatever you pleased—whatever you could get them for?

A.—They did not ask me the question. If they had, I should not have taken the job.

Q.—Could the State have hired men up here at four dollars a day, or at the same rates you paid them?

A.—I don't know what they could do.

Q.—Is it not reasonable to suppose the State could?

A.—I don't know.

Q.—How did you get pay from the State for the labor of these men?

A.—In warrants.

Q.—What was the manner of paying; in which the payments were made? Commence right at the start, from the time you gave in the time until you got your money?

A.—The manner in which I was paid? There were so many days' work, and so many warrants were issued. I received them and signed for them.

Q.—Who were those warrants issued to?

A.—Issued to the different parties. In the name of the parties who were at work for me, in some cases.

Q.—In the commencement?

A.—I think they were issued to me separately; at the commencement, the first work that I did was with one man; that was in eighteen hundred and seventy.

Q.—To whom did you return the time of these men?

A.—To Mr. Beverage.

Q.—Did the men receive credit, or did you receive credit in the bulk for the whole time handed in? Each individual who did the labor received credit for the labor he did, did he not?

A.—I suppose he did.

Q.—You do not know?

A.—Mr. Beverage took the time every night.

Q.—When these warrants were drawn, from whom did you receive them?

A.—From Mr. Beverage, in the office.

Q.—Were they drawn in the names of the men who performed the labor?

A.—Some portion of them.

Q.—I am asking you for all the time except the months of August and September; all the balance of the time.

A.—In the names.

Q.—Of the men?

A.—Yes; of the men.

Q.—What authority had you to draw those warrants, or the money on them; what right had you to draw the warrants of the men?

A.—By contract with a portion of them, and borrowed money due me from another portion.

Q.—The contract was what authority?

A.—The authority was this: they were working for me, and I paid them in advance.

Q.—But that does not make any difference so far as the legality of the thing is concerned. I want to know what authority you had to draw the warrant of Adolph Meyer, for instance?

*Mr. Bockius*—Did they indorse them over to you, or give you a power of attorney, or anything of that sort?

A.—I will state it in half a minute. [Showing a memorandum book.]

*Mr. Delaney*—What power did you have?

A.—Read that.

Q.—No; I will ask the question over again.

*Mr. Pardee*—Hold on; let the power of attorney be read.

The power of attorney was read as follows:

SACRAMENTO, September 2d, 1871.

"I hereby agree to work for John Kehoe on the State Capitol building as long as he requires my services, for three dollars and fifty cents a day, payable at the end of each month. And I hereby authorize John Kehoe to draw all warrants for my wages, and indorse the same for me, and draw the money thereon, or sell the same.

A. L. MEYER."

*Mr. Delaney*—Now, I will ask you what authority you had to draw Adolph Meyer's warrant for the month of May?

A.—I drew his warrants; I took them up to him at the shop, and he indorsed them; I gave him his pay and took his receipt, and went and sold them; that is what authority I had; what I had from every man; when I drew for a man he signed them; I took his receipt and did as I had a mind to with them

Q.—Did Adolph Meyer indorse the warrant drawn in his favor for nine and half days' work done in the month of May?

A.—I think he did; I am not certain.

Q.—You are not certain?

A.—I think he did; they generally all did.

Q.—What?

A.—I say they all generally signed them, as a general thing.

Q.—Did John Millner indorse his warrant for the same month?

A.—I think he did.

Q.—But you don't know?

A.—I have his power of attorney.

Q.—But that power of attorney is dated in September?

A.—Dated in September.

Q.—Four months after this was drawn. You are not certain he did not sign it?

A.—I am not certain.

Q.—Did M. Nolan indorse the warrant that was drawn in his favor?

A.—I think they all did.

Q.—Thomas Hoey?

A.—Every one of them that was there, I think, signed.

Q.—This man's name I have down as Hoey should be Havey, should it not?

A.—It may be; I had two Hoeys and one Havey.

Q.—Didn't you indorse those warrants yourself? Didn't you put those men's names on those warrants yourself?

A.—I might.

Q.—And without their authority; without a power of attorney?

A.—I think not.

Q.—You think not?

A.—Yes, sir.

Q.—But you don't know?

A.—I generally paid them before I received my warrants.

Q.—That is not the question. The question is, did you take your men's warrants, indorse them, and draw the money on them? That is what I want to get at.

A.—I might. They were to work for me, and I paid them in advance. It is the same as though I was working for a man in San Francisco. I paid my men, and when I took the bill up to him, it is not for him to ask if the men received their wages.

Mr. Pardee—I do not see anything wrong in that. The witness was acting as their power of attorney.

Mr. Delaney—But the power is dated in September.

Witness—Those men came from San Francisco with me.

Mr. Delaney—\_\_\_\_\_ in the month of June worked twenty-six days, according to this record. Did you draw the money on his warrant for that month?

A.—I drew the money on all the warrants.

Q.—Did you indorse his warrant for that month?

A.—I think I did.

Q.—But you don't know?

A.—No, sir.

Q.—Did you have a power of attorney to indorse his warrant at that time?

A.—No, sir; I don't think I had.

Q.—You never had a power of attorney before this one?

A.—Before this one.

Q.—How is it with Nolan? Did you have a power of attorney from him in that month?

A.—I told you that so far as I can recollect, they all signed their warrants. Until such time as I had them sign that power of attorney, all signed them, I think.

Q.—Did William Kennedy ever sign a warrant?

A.—He did.

Q.—Did he sign the warrant drawn in his favor for labor done in the month of June?

A.—In June? I don't know whether he worked a full month or not.

Q.—He worked twenty-one days.

A.—Then I paid him and he went below. I paid him in full and took his receipt; and when the warrant was due, I took it and sold it.

Q.—Did you indorse it before selling it; put his name on the back of it?

A.—I think I did.

Q.—You know you did, do you not?

A.—No, sir; I could not swear positively.

Q.—Do you know whether you had a power of attorney from him to do it?

A.—No more than I paid him his wages and took his warrant.

Q.—Well, that was no power of attorney?

A.—I don't know whether it was a power of attorney or not.

*Mr. Pardee*—It was a power of attorney by understanding.

*Mr. Delaney*—Do you know M. W. Shea?

A.—Yes, sir.

Q.—Did you draw the money on a warrant in his favor for labor done by him in the month of July?

A.—I received all his warrants and sold them.

Q.—Did you indorse the warrant drawn in favor of M. W. Shea for the month of July, putting his name on the back of it?

A.—I am not certain whether I did or not.

Q.—Did you have a power of attorney authorizing you to do it?

A.—I had, I think.

*Mr. Baird*—Did it require a power of attorney in the Controller's office to sign a warrant for any of the men working for you? Did the Controller require it of you?

A.—No, sir.

Q.—Was that a common way of doing business?

A.—Here is Shea's receipt; it is dated the twenty-sixth of July; that is the day I paid him in full; there is his receipt.

*Mr. Bockius*—Here is a power of attorney that was drawn up and signed in September, after the time when the witness received these warrants and drew the money on them. A man must certainly have acknowledged by that power of attorney, or conceded the right, that the witness had to receive his warrants before that. I think by that acknowledgment the men have conceded that, although I do not approve of that way of doing business.

*Mr. Delaney*—I state distinctly that the indorsement on warrants has been forged time and again, and men have been defrauded. I claim that men have been coerced, through circumstances, to work in the department of the witness, who would not otherwise have done so, at these low rates. I propose, if the committee will permit me, to prove these facts.

*Mr. Pardee*—Ask the question.

*Mr. Delaney*—With regard to M. W. Shea, did you have a power of attorney to indorse his warrant for the month of July?

A.—That gave me his power of attorney [showing receipt]; I paid him in full; there is his signature; there is his signature for the July month.

*Mr. Baird*—Suppose he did these men a wrong; suppose he paid them nothing, they should have sued him.

*Mr. Delaney*—Do you know?

A.—Yes, sir.

Q.—Did you have a power of attorney from him?

A.—No, sir; I paid him, and took his receipt.

Q.—And drew his warrant?

A.—Yes, sir.

Q.—Indorsed it?

A.—I think I did.

Q.—And sold it?

A.—And sold it.

Q.—Now, with regard to M. W. Shea, did he, before you had drawn

and disposed of that warrant, demand that warrant from Mr. Beverage, who had it in his possession, and whose duty it was to give it to him; do you know that fact?

A.—No, sir;

Q.—You do not?

A.—No, sir; and he didn't do it either.

Q.—When did you dispose of that warrant?

A.—I don't know; I have forgotten the date; shortly after that receipt; I paid him on the twenty-sixth of July and received the warrant I suppose about the tenth or twelfth of August.

Q.—Do you remember when Shea quit work for you?

A.—I don't know.

Q.—Do you know he quit work in the month of August?

A.—No, sir; I do not.

Q.—Do you know that he demanded full payment for the time he had worked in the month of August, and that not receiving it, he quit work?

A.—No, sir; it is no such thing.

Q.—Do you recollect that he afterwards sued you?

A.—I do.

Q.—And got judgment against you?

A.—Judgment? No, sir; he sued me and I beat him; it was carried in Court and he swore that he never signed this receipt, that he signed in a book like that; but there is his signature; the Judge took a pen and asked him to write his name on a piece of paper, and then showed me this; he thought he did write it, and that this was a receipt for the money.

Q.—What money?

A.—The money for that month.

Q.—Do you know how much that money was drawn for?

A.—How much is that? What I paid him? So much added for so many days; men agreed to work for me and I paid them according to agreement.

Q.—Did Shea agree to work for you at three dollars a day?

A.—He did.

Q.—When?

A.—When he first went to work there.

Q.—How much were the warrants drawn for?

A.—They were drawn for the number of days he worked at the rate of five dollars a day.

Q.—That would be one hundred and twenty-five dollars. Do you call this receipt for seventy-five dollars a power of attorney authorizing you to draw a warrant for one hundred and twenty-five dollars and dispose of it?

A.—At the rate of three dollars a day I think it is.

Q.—Is that a power of attorney authorizing you to draw a one hundred and twenty-five dollar warrant drawn in the name of another person; do you call that a power of attorney?

A.—I don't know what you may call it.

Q.—Do you call it a power of attorney?

No response.

Q.—Now in the month of August why did you send in the time of the men in bulk in your own name and not in the same manner that you had done it before?

A.—What?



Q.—Why did you present a bill for the whole amount due to the men in that month; why did you present one bill for all the labor furnished by these men?

A.—I don't think I ever presented any bill for August.

Q.—Did you for September?

Q.—I think I did for October and November.

Q.—And in September?

A.—I think I did.

Q.—Why did you do it? Why did not you make out the time of the men in the usual way in which you had been doing it up to that period, and so hand it in?

Q.—I don't understand you. The time was kept from the day I commenced until the day I left, in the books of Mr. Beverage.

Q.—There is a bill on file in the office below calling for one thousand eight hundred and forty-three dollars, for nine gangs of men furnished by you, drawn in your favor and ordered paid, and the warrant for it drawn in your favor?

A.—Yes, sir; exactly.

Q.—Why did you present that in that way?

A.—I never did.

Q.—Why did you present a bill of that kind?

A.—I never presented a bill of that kind.

Q.—Did you draw that bill?

A.—I drew the warrant.

Q.—Who presented that bill?

A.—Nobody I know. I took it all in one warrant, I suppose.

Q.—Do you know at whose dictation or request that warrant was drawn or bill rendered?

A.—I do not.

Q.—Do you know that on the fourth day of October an order was issued by the Board of State Capitol Commissioners directing that in future such bills should not be presented?

A.—I don't know.

Q.—Were your men rated in the month of October?

A.—They were, I think. I am not certain.

Q.—Who did it?

A.—That is, the wages?

Q.—Certainly, the wages.

A.—I think Dr. Nichols told me to do that. Didn't you, Doctor?

[To Dr. Nichols.] Somebody did.

Mr. Nichols—Don't you recollect it was suggested to you, after there had been some talk about it, that you should put in the actual wages paid monthly to the men?

A.—Yes; that some men might have less than others; that I had better put it in that way, so there would be no catch; so I put in the name of each man and the amount.

Q.—The name of each man, the amount, and the time, as shown on the books?

A.—Yes, sir; and then I put in a separate bill; I said it was not right to have me working here for nothing; and they allowed me for the use of my tools; you will find a warrant of that kind for seven hundred dollars and odd, for the balance of the contract.

Q.—What is that seven hundred dollars and odd for?

A.—For the use of my tools for those two months; and the percentage; where the men were paid two and a half or five dollars, as the case

might be, I paid them in gold and the State paid me in paper ; and then I paid them a month ahead, nearly ; that is how that came.

*Mr. Delaney*—What were your tools worth that you had here?

A.—I never figured on them.

*Mr. Nichols*—I wish you would state that matter of allowance correctly ; that that allowance was for the use of your tools and the discount on the warrants.

A.—That is what it was for ; the use of the tools and the discount on the warrants.

*Mr. Delaney*—What was the approximate value of the tools you furnished the State to do this job ?

A.—I could not state.

Q.—Were they worth twenty-five dollars?

A.—They ought to be.

Q.—Were they worth five hundred dollars?

A.—No, sir ; I don't think they were.

Q.—Two hundred and fifty dollars ?

A.—Yes, sir.

Q.—Three hundred dollars?

A.—Yes, sir.

Q.—Four hundred dollars?

A.—I think so.

*Mr. Pardee*—Three hundred dollars?

A.—Well it might have been more ; I used to lose a great many tools ; the men would lose hammers and shears ; I suppose it cost me fifty dollars for snipping shears lost, where they would lose them by the boys coming in and taking them.

*Mr. Delaney*—You say that that last warrant drawn, for seven hundred dollars and odd, was purely to pay for the use of the tools and the discount?

A.—I supposed it was.

Q.—You say you paid A. Meyer three dollars and fifty cents?

A.—I did.

Q.—And during that very month you were paid four dollars in scrip. Was not that allowing you the discount?

A.—I don't know how much it was.

Q.—But it is a fact that you paid him three dollars and fifty cents and received four dollars in scrip for him?

A.—I don't know whether it is or not.

Q.—But it is a fact. You paid M. Nolan how much?

A.—Two dollars and fifty cents.

Q.—You have it here two dollars and eighty-seven and a half cents. Here we find the discount has been added (thirty-seven and a half cents), making it two dollars and eighty-seven and a half cents. Who rated the men ; who set the rate of wages that is marked down here for the month of October, the time that you were requested to return to the Commissioners the exact amount of wages per day to the man?

A.—I was asked to give a list of the wages I paid each man ; I did so ; that is all I know about it ; I was asked to give each man's name, and the amount that I paid him.

Q.—Do you swear that this list, as given and entered in the book, is correct?

A.—I don't know anything about that ; I did not see the books.

Q.—Have you a copy of the list you returned?

A.—No, sir.

Q.—Can you now give a correct list of how much you paid the men?

A.—No, sir.

Mr. Baird—Did you keep any account of it yourself, of the amount you gave the men; the amount of time and the amount of work?

A.—Yes, sir.

Q.—That is, the time each day?

A.—It was given in every night to Mr. Beverage.

Q.—You did not keep it after that?

A.—No, sir; Mr. Beverage kept it; and the warrants were received, and the men were paid, and I sold the warrants.

Mr. Delaney—Who gave in their time?

A.—I generally did.

Q.—Who gave it in when you were not here?

A.— — gave it in once or twice when I was not here; I think he did; I think he did once.

Q.—Did you ever give in any more time than was actually worked by the men?

A.—Not to my knowledge.

Q.—Did you give any more time than when actually engaged in the job, for yourself?

A.—I gave full time, I think.

Q.—Did you make full time; did you make the time that you returned yourself?

A.—Occasionally I would go down at seven o'clock of a Saturday, on a sleeping car, and then, on Monday morning, I would start on the Vallejo train and get here at eleven; I did not consider that once a month or once in two weeks as amounting to anything.

Q.—Who was this man Millner; who was he?

A.—He was here at work.

Q.—What is his business?

A.—He is a roofer.

Q.—Is he a mechanic?

A.—Yes, sir; and a good one.

Q.—What is he, a coppersmith?

A.—Copper, tin, or sheet iron.

Q.—Did he work when he was up here?

A.—He did.

Q.—Is he your foreman?

A.—He is.

Q.—And bookkeeper?

A.—Sometimes.

Q.—What work did he do when he was up here?

A.—I believe he worked with the men.

Q.—Do you know he worked with the men?

A.—I do, for he laid out a portion of the work with me and with Mr. Kenitzer, too, I think.

Q.—How many coppersmiths did you have; in this list here of twenty-six names, how many were coppersmiths? I will call the names over and check them as you state.

A.—There were coppersmiths and tinmiths together.

Q.—Adolph Meyer; what is his proper business?

A.—I suppose copper and tinmith.

Q.—M. Nolan?

A.—To come down to a fine point, a coppersmith would not know anything at all about roofing; it is not necessary for a man to under-

stand roofing to work at roofing; a man working in a tin store and doing up tin work knows nothing about roofing any more than a copper-smith about making a tin cup; they were all good workmen.

Q.—M. Nolan, what is he?

A.—I don't know what he is; he is a workman, I know that.

Q.—A mechanic?

A.—I suppose he is; that is what I set him at.

Q.—What did you set him at?

A.—At raising the copper.

Q.—Hoisting it?

A.—No, sir; hammering it; forming the ribs.

Q.—Is he a mechanic?

A.—I would not want any better if I had another job.

*Mr. Bockius*—I do not see what all this has a tendency to develop.

*Mr. Caldwell*—How many men did you have at work during this time?

A.—Sometimes four, and sometimes more.

*Mr. Pardee*—From four to twenty-two?

A.—Yes, sir.

*Mr. Caldwell*—And the difference between what the State paid and you received was about two dollars a day?

A.—No, sir, not as much as that.

Q.—A dollar and a half?

A.—Something like that.

*Mr. Delaney*—I propose to show that that roof cost at least double what it ought to have done.

Q.—Do you know Daniel Sullivan?

A.—I do.

Q.—Was he employed by you on this building?

A.—He was.

Q.—Do you know who hired him?

A.—I did.

Q.—Did you require of him before setting him to work that he should sign an agreement to give you a power of attorney to draw his warrants?

A.—I have forgotten whether I did or not. He was hired in San Francisco and sent up here.

*Mr. Delaney*—I propose to show that he would not hire good men unless they would give him a power of attorney, and that he hired inferior men.

*Witness*—It is not so. I advertised for men in San Francisco, and Sullivan was sent up here.

Q.—He was employed down there, was he not?

A.—He was employed down there. The wages were four dollars a day. He came here, and I paid him that. When he got through I paid him and let him go about his business.

Q.—Was he required to enter into an agreement before you would let him go to work?

A.—No, sir; I never asked him to.

*Mr. Caldwell*—Did you find these men you speak of in San Francisco?

A.—Yes, sir.

*Mr. Delaney*—I have the statement of Sullivan here, that he was required to sign an agreement; that he made application for work in consequence of seeing this advertisement; that he saw the Clerk of the witness in San Francisco, and the Clerk told him how much he would give him; that they agreed on the price; that the Clerk said: "You have to sign a power of attorney, and allow Kehoe to draw your warrants;" that at

first he would not go to work, but found out after a week or ten days that he could not do better, and so went to work.

*Witness*—That was not my fault. It is a square up and up thing. Every man that went to work for me, did so under agreement.

*Mr. Pardee*—I want to ask you a few questions: Did you pay anything directly or indirectly for the securing of this job of work that you did on the State Capitol?

A.—Not a five cent piece. That is sure.

Q.—These men that you have marked here upon the time book: did you charge the State for more days' labor than was performed by your men?

A.—Not to my knowledge.

Q.—Do you know whether you did or not? Answer it directly.

A.—I know I did not give any more time than the men worked, to Mr. Beverage.

Q.—How many hours constituted a day's work?

A.—Eight, I believe. That was the law here.

Q.—Did any of your men during this time perform more than eight hours' labor, and get more for it, in the same day?

A.—Not to my knowledge.

Q.—Did you yourself?

A.—No, sir.

Q.—Work twelve hours and get credit for a day and a half?

A.—No, sir.

*Mr. Delaney*—Were there any tools purchased and furnished for your department and charged to the State while you were up here?

*Mr. Pardee*—I will ask the question in a different way. Did you furnish all of the tools for your gang, or were part of them furnished by the State?

A.—I think there were three or four punches that probably this gentleman [pointing to Mr. Day] made for me in the blacksmith shop, perhaps worth a bit apiece.

*Mr. Day* [sotto voce]—They were not worth ten cents apiece.

*Mr. Pardee*—You furnished these tools entirely?

A.—Yes, sir.

Q.—Do you know the amount of profit that you made on your men while on this Capitol?

A.—I never figured up.

Q.—Did you keep a regular set of books?

A.—I did for my business in San Francisco.

Q.—You did not when here?

A.—No, sir.

*Mr. Caldwell*—You worked about how many men on an average?

*Mr. Pardee*—From four to twenty-six?

*Witness*—I do not think I had as many as twenty-six.

*Mr. Baird*—An average of fifteen?

A.—No, sir.

## TESTIMONY OF JEREMIAH DAY.

*Mr. Bockius*—Will you make a statement with regard to the tools?

*Mr. Delaney*—The committee wish to know what became of the tools belonging to your department?

Answer—They are in the attic; they are up in this building; they carried them up; they are up in the attic.

Question—What did they consist of?

A.—There were some tongs; there were not many tools in the blacksmith shop; we did not have work that required many tools; there ought to be six bellows up there, and anvils, and some tongs, and a very few chisels, hardly any forges at all; in point of fact, there was not anything like what you would have in a regular blacksmith shop; we were only using iron for the stonecutter's tools, and that did not require many tools; they are all up there.

*Mr. Bockius*—Don't the blacksmith's tools belong to the State?

A.—Yes, sir.

Q.—You say they are all up there?

A.—I suppose so; I saw them in the blacksmith shop a day or two before it was torn down; when they were tearing it down, or after tearing it down, I went up to do some work for the State in another blacksmith shop; they were never my tools that were in that blacksmith shop.

*Mr. Delaney*—How do you know they were carried up in the attic?

A.—I have seen them up there; I was up there the other day, and a month or more after they were put up there, I suppose; I was not here when they were carried up; I did not see anyone carry them up; but they are up there, for I saw them.

Q.—What was there up there when you were up?

A.—Bellows, anvils, vices, some old tongs, and an old forge; I did not count them over.

Q.—Did you have hammers?

A.—Yes, sir.

*Mr. Bockius*—What kind of hammers?

A.—Any kind; you must remember the State never owned a blacksmith's hammer; the blacksmiths own them.

*Mr. Delaney*—The blacksmiths buy them?

A.—No, sir, they make them; I brought my hammer here from home; I made it in eighteen hundred and forty-six in the City of Boston, and have it now; I broke another which I brought here; I had two; in all these iron shops, in all these forging shops, the blacksmiths own them; and it is ruleable if they break them, for them to make another and take it away; in the Navy Yard they own them too; they used to; I don't know how it is now; they did when I was working there some years ago.

*Mr. Bockius*—Were you the boss blacksmith?

A.—Yes; I had charge of the blacksmith department.

Q.—How long?

A.—It will be four years the twentieth of next April.

Q.—How long did you work for the State on this building?

A.—Four years ago the twentieth of next April.

Q.—How long a time did you work for the State?

A.—I worked all the time.

Q.—Four years?

A.—Four years? Yes, sir, except while the work was suspended, you know. Of course, I did not make full time.

Q.—Did you make any tools while you were in this shop for any other department?

A.—Oh, yes, sir.

Q.—For the building?

A.—Yes, sir.

Q.—What kind of tools?

A.—I made chisels, etc.

Q.—A great many?

A.—Oh, no; not a great many.

Q.—About how many?

A.—I am not sure; I could not tell; I made some tools for the bricklayers and some for the carpenters to rip up boards, and cutting hinges, and one thing and another; I could not tell you how many; I kept no account.

*Mr. Delaney*—Did you make any for the plumbers and gasfitters?

A.—I did.

Q.—How many; a pretty good lot?

A.—No, sir, I don't think I did; I could not tell how many.

Q.—You could tell by the steel on the books?

A.—Oh, I never got any steel at all; there was some heavy steel got for stone hammers.

Q.—Did you keep an account of the work you did?

A.—I did not.

Q.—Did you do work on the Governor's Mansion?

A.—I did, and kept an account of that for a time; but that did not amount to anything at all.

Q.—Didn't you keep account of it—of the time you were doing it?

A.—There was but very little done.

Q.—But did you keep an account of what little you did do?

A.—I did.

Q.—Did you keep an account of all of it?

A.—There was but little done on it. But I kept account of all I did on it.

Q.—Did you keep account of all you did?

A.—I did, of all I did on it, and the time the men were working on it.

Q.—Did you tell me yesterday, night before last rather, that you did not?

A.—That I did not what?

Q.—That you did not keep an account of all of it?

A.—Well, there were a few pieces that I did not call anything at all; a few pieces. I do not suppose they would amount to fifty pounds. I didn't know when they started the building, but they were going to have a great deal more iron work in it than they had. And then when they began to put on these beams on the brick wall, there were a few dogs made; and that was all.

Q.—What was about the value of all the work you did on the Executive mansion?

A.—I do not think it would amount to one hundred dollars, the whole of it.

Q.—Why did you stop keeping an account of the work you did for the Executive mansion?

A.—Mr. Bennett told me it was not worth while to do it; that there was not much more iron going in.

Q.—Did he tell you not to keep an account?

A.—No, sir; he did not. He said it was hardly worth while; that there was not much iron work going in. I asked him one day if there was much iron work going in, because I would like to get work to keep my men ahead. I asked him if he had any objections to their working on the forging, as the work of the men was a little slack at the forge fire. He said no; but there was hardly any more iron work going in. I can bring you a little book I had showing the iron work going in. I said I would keep an account of it, but he said it was not worth while, as there was but little more going in.

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### TESTIMONY OF WILLIAM LAUFGKOTTER.

*Mr. Bockius*—When did you take those gutters out, and what was the cost of taking the gutters out? You took them out, did you?

Answer—Yes, sir.

Question—When did you take them out?

A.—I think I commenced that in August; the latter part of August, eighteen hundred and seventy.

Q.—How many days were you at it?

A.—I think we were at it about six weeks; may be a few days more.

Q.—Do you know somewhere about the cost of taking those gutters out?

A.—No, sir; I could not tell you. It was considerable work though, taking them out. We had to take two courses of fire wall down, had to take out a block of wood that the lead was fastened to, and after we had the lead out there was a cleat nailed in the bottom of the gutter each side. We had to take them out, and we had when it was soldered to cut that off. The copper was soldered on the lead. There was a groove in there, and it was filled up level with the surface of the copper and the lead, which was connected. We had to cut that off with a chisel; to take a cold chisel and cut it off. Then after that we had to go to work and trim it off again to get it straight. We did that with scissors—long snips.

[The witness described the process of taking up the lead roof and replacing it with copper, at length.]

*Witness*—It was a great deal of work, and took some time.

Q.—Six weeks, you say?

A.—I think we were about six weeks on those gutters.

Q.—How many men were there?

A.—Well, one gang was taking out the lead, cleaning out the gutter, and marking it. I had the men divided into gangs. There was another gang taking the lead, rolling it up, and rolling it down from the building; there was another gang double seaming, and there were some men soldering; others were tinning, tinning the copper, sand-papering it and tinning.

Q.—You cannot tell the amount of that?

A.—The number of men?

Q.—No, sir; the cost of taking that gutter out?

A.—No, sir; I do not remember the cost of it.

Q.—Can you come somewhere near it by a piece of paper and figuring?



A.—I could find out by my books; that is for the labor—what the labor cost. So far as the material is concerned, I don't know anything about it. I did not furnish the material, and did not have anything to do with it.

Q.—Do you reside in this place?

A.—Yes, sir.

Q.—You might furnish us with the figures hereafter.

*Mr. Baird*—We are trying to find out if there has any fraud been committed on the State in the erection of this building. In any department you worked in, or in any other, do you know anything about any one receiving any money illegally?

A.—No, sir; I don't.

Q.—Do you know anybody who says he does?

A.—No, sir; I do not.

*Mr. Delaney*—I would like to ask you what work you did on the State Capitol building, commencing in June, eighteen hundred and seventy-one, and ending in November; give the committee a description in short of all the work you did, what it was and where it was?

A.—I put up some conductor pipes on the dome; I made most of them; I made most all of them; I covered the veranda for the walk around the dome; I did that all myself, and the upper gutter; and then I fixed the roof, the main roof of the building; that is all the work I had to do on it, except the general jobbing around the building.

Q.—How much of this copper pipe was there? What size was it?

A.—Four inch.

Q.—Do you know how many feet there were of it?

A.—No, sir, I do not.

*Mr. Nichols*—Didn't you make the gutters also?

A.—That I had reference to; the upper gutters.

[The witness described the method of putting in the copper pipes.]

Q.—Do you know how many feet of that copper pipe there was?

A.—No, sir; I did not measure it.

Q.—Do you know about how many?

A.—No, sir, I do not.

Q.—Do you know how many superficial feet you covered up?

A.—No, sir; I never measured it.

Q.—Do you know how many feet of gutter there is on the building?

A.—I never measured that either; but they said there was somewhere near five thousand square feet; I understood that by parties who measured it; I never measured it myself.

*Mr. Baird*—Five thousand square feet in the gutters?

A.—Yes, sir; in the gutters alone; I understood it was nearly a mile around the building, taking angles and all, outside the cornices.

*Mr. Delaney*—Did you pay the men the rates of wages that you charged to the State?

A.—No, sir, I did not.

Q.—Will you please state what you paid; I will call the names of the men off and you can just give their wages: James Roach?

A.—I paid three dollars and fifty cents a day.

*Mr. Pardee*—What did you charge the State?

A.—Four dollars.

*Mr. Delaney*—Gus Wright?

A.—Gus Wright got five dollars a day; I don't know; what time is that; what year?

Q.—This is eighteen hundred and seventy-one.

A.—He got five dollars a day.

*Mr. Bockius*—He drew his own warrant, did he?

A.—He drew his warrant himself.

*Mr. Delaney*—How much did he get?

A.—Three dollars.

*Mr. Pardee*—What did you charge the State for him?

A.—Four dollars a day.

*Mr. Delaney*—

A.—Three dollars a day.

*Mr. Pardee*—How much did you charge the State?

A.—Four dollars.

*Mr. Delaney*—M. H.

A.—Three dollars and fifty cents.

*Mr. Pardee*—How much did you charge the State?

A.—Four dollars.

*Mr. Delaney*—Charles?

A.—Four dollars.

Q.—Fred?

A.—Two dollars and fifty cents.

*Mr. Pardee*—How much did you charge the State?

A.—Four dollars.

*Mr. Delaney*—John Crowen?

A.—Three dollars.

*Mr. Pardee*—How much did you charge the State?

A.—Four dollars.

*Mr. Delaney*—Fred Allen?

A.—Three dollars.

Q.—Fred. Sibel?

A.—Three dollars and fifty cents.

Q.—Dan?

A.—Three dollars.

*Mr. Pardee*—How much did you charge the State?

A.—Four dollars.

*Mr. Delaney*—Do you know what the cost of the work is that you did this last year?

A.—No, sir, I do not.

Q.—Did you draw the warrants of these men?

A.—Yes, sir.

Q.—Did you indorse them?

A.—I drew all there was except —; I did not draw his warrant.

Q.—Why didn't you draw his?

A.—Well, he was put on here by Bennett.

Q.—Did you indorse those men's warrants yourself?

A.—Yes, sir.

Q.—And draw the money on them?

A.—Yes, sir; I drew the warrants and sold them.

Q.—You indorsed them and sold them?

A.—Yes, sir.

Q.—Did you have a power of attorney to do that?

A.—Yes, sir.

Q.—Executed before you indorsed them?

A.—Yes, sir.

Q.—For all of them?

A.—Yes, sir.

Q.—Have you that power of attorney?

A.—It is on file in the Controller's office; I have not got any of them.

The committee adjourned till the following evening.

FRIDAY EVENING, March 14th, 1872.

### TESTIMONY OF THOMAS JONES.

*Mr. McCullough*—What is your business ?

Answer—Painter.

Question—Where do you live ?

A.—In this city.

Q.—Did you work on the State Capitol at one time ?

A.—Two and a half years.

Q.—Who engaged you to work ?

A.—I was engaged by the Board of Commissioners; I was engaged at a special meeting of the Commissioners—a meeting of five of the Commissioners.

Q.—Under whose superintendence did you work ?

A.—I did not consider that I worked under the superintendence of anybody; I received my orders from the Board of Commissioners, through General Redington; I was appointed to take charge of this work, and to do the best in regard to it that I could, according to my ability. Mr. Cummings did not profess to be a painter himself, and as I understood it, the charge of this work was committed to my hands.

Q.—Was there any agreement made with you as to the amount of wages ?

A.—I was to receive the same as the rest of the superintendents.

Q.—You was then employed as the superintendent of the painting business ?

A.—Yes, sir; specially so.

Q.—What were your wages ?

A.—I got six dollars per day; I ought to have had eight; it was Mr. Cummings' fault that I did not receive more, but I never troubled him about it.

Q.—Did you draw money from the State yourself ?

A.—From the State?

Q.—Did you draw a warrant and then draw your money on it from the State ?

A.—Yes, sir.

Q.—How much did the men under you get ?

A.—That was all left with me.

Q.—How much did they get ?

A.—Some of them I have given as high as six dollars; those were grainers; and then we have had some at four dollars per day, and some at three dollars and a half, and some at three dollars. I employed a great many men, probably more than any other department on the building; sometimes I would have as high as fifty and sixty men.

Q.—Did the men whom you employed draw their wages direct from the State? Or what were their wages which they drew from the State?

A.—Some drew four dollars, and some three dollars and fifty cents,

and some three dollars; and some grainers I have paid as high as six dollars a day.

Q.—How many men did you have regularly?

A.—I had no regular number. I have got my books with me. You can see from them the number of men I employed at different times. Sometimes I would have ten, and sometimes fifteen, and sometimes twenty-five, and sometimes more. But they were not all necessarily painters. I had laborers, and I had varnishers, and I had men at work scraping. I had to oversee men at work in various business on the Capitol. I received nearly all the iron that was brought after my engagement—nearly two millions of pounds. I had it in the lot here. I received it and had it all cleansed. That took a great many laborers.

Q.—Did the men under your charge get all the money which the State paid on their account?

A.—Most undoubtedly.

Q.—Was there any percentage deducted from their wages?

A.—No, sir; they all drew their own warrants, and sold them to these brokers, who got the discount on them.

Q.—Who kept the time of these men?

A.—I kept my time and gave it to the timekeeper. I gave him the time for every day, if he was there when I went to hand it to him. Sometimes it would be two days. In Mr. Cummings' time the record used to be made up in weeks. Every Saturday the time was handed in.

Q.—Have you got those rolls with you?

A.—Yes, sir.

Q.—Let us see them.

A.—Here they are [producing a small notebook]. This is the time that was kept after Mr. Cummings' day. And this [producing another notebook], is the last time. They are distinct. Here you see the date on the last month [pointing]. That would be October. That is the way in which they were kept.

Q.—Let me see it?

A.—That goes over there [pointing]. You have to turn over the leaf there. These are laborers here [pointing]. I used to regulate their wages according to their work. You can see there how it was?

Q.—Were all these men employed under you?

A.—Yes, sir.

Q.—Did you render an account of the time to the Architect or to the General Superintendent?

A.—To the Timekeeper.

Q.—And the rate per day?

A.—Yes, sir. I always told him what I allowed them per day. And it should have been the same as on my book.

Q.—How long were you engaged as superintendent of the painting?

A.—Ever since there was any painter in the building. I think it was in August, eighteen hundred and sixty-nine. There was nothing done when I came here. It was just outside work. They had just commenced up the ——. The plaster was not finished in the Assembly Chamber then.

Q.—Who furnished you the material?

A.—They said it was furnished by contract. I expect it was all furnished by contract, at the time I went to work; except what was furnished by Whittier & Fuller. A part was furnished by H. C. Kirk.

Q.—Who ordered that material?

A.—Well, I used to order a great deal of it. I would get an order of

what was wanted. And when Mr. Cummings didn't have time, I used to go and deliver the order myself. And, in fact, I used to order all under Mr. Bennett. Sometimes when he would be going down town he would say that he would leave the order. But if he was not at hand, or it was not convenient for him, I would go down myself.

Q.—Has this firm a branch house in Sacramento?

A.—Yes, sir.

Q.—Who received that material?

A.—It was the place of the timekeeper to receive it, but I never depended on any one.

Q.—Was an account kept of the material delivered?

A.—There was an account of the weight and quantity. The weight must correspond with the bill.

Q.—Where was it weighed?

A.—It was weighed at the stores.

Q.—Who weighed it when it was received?

A.—It was never weighed when received.

Q.—Who took the cargoes here at the building?

A.—The timekeeper should do it.

Q.—Did he take any account of the weight?

A.—The bill would be sent with the goods. That would tell the weight. White lead comes in large kegs, which are marked with a regular stamp, from which you can judge their weight, from one to nine hundred. And spirits of turpentine comes in cans; five gallon cans. Oil also would come in gallon cans. From five to eight gallons. The other material would all come in cans or kegs.

Q.—There was other material, then?

A.—Very little.

Q.—Graining?

A.—That is dry colors; those are very small matters; the water colors come in pound bottles; they would come in packages of so many dozen; the goods would correspond with the bills or they would be sent back; I can give you my word on that—I can take my oath of that. And it was the same way with the brushes; they had to be selected, and were sent by the dozen or two dozen, and the brand of them would determine their quality. In that way we could ascertain whether the bills were correct. There is a fixed standard for all these things.

Q.—Can you leave these books with us?

A.—Yes, sir; certainly; they are no good to me. Here is another of the same kind. These books are not all the books; there should be a third book, but I did not find it. This is the latter part of my superintendence, and this contains the record of the commencement; this goes from the commencement of the painting up to the time when the Legislature opened, two years ago; this one does [exhibiting]; this is from the time the painting began; that was in eighteen hundred and sixty-eight or eighteen hundred and sixty-nine.

Q.—Who did you deliver the vouchers to for the material?

A.—I never had any vouchers; I don't know what you mean.

Q.—You say there were always bills accompanying the material?

A.—They were delivered to the timekeeper, of course. The teamsters who came with the goods had to bring their bill with them; they could not get any goods receipted for without.

Q.—Then you say you received some goods, and you always received a voucher or a bill?

A.—That would be left at the office.

Q.—Were not some left without a bill?

A.—No, sir; I would be around pretty much all the time; I was watching to see when the goods came in.

Q.—Who was in charge of the office as timekeeper?

A.—Mr. Beverage.

Q.—Did you know the price of the materials?

A.—I didn't buy the materials, but I knew the price.

Q.—I thought you said you ordered the materials?

A.—I did frequently, and I would keep an account then of the material bought; I kept a very close account at first, but then I saw no one appeared to take any interest in it besides myself, and I dropped it; I used to have a book to keep those accounts in.

Q.—Well, you had nothing to do with this book [exhibiting a large timekeeper's book]?

A.—No, sir; but it ought to be just the same as mine, so far as it has the same names; my painters' time ought to be right there, just the same; it is right in my books.

Q.—Have you examined this book?

A.—I have looked at it.

Q.—Have you examined it?

A.—I have seen it often.

Q.—Are there any names in that book, of men put down as painters, that are not in your book?

A.—There are, I think, one or two; they would make a mistake in this way: I used to employ a great many laborers; I had work for them at times, but when I hadn't work for them they would work on another gang, but still they would continue to be marked on my gang, although they did not work for me; they would work at other branches of business about the building.

Q.—But you did not put them down on your book?

A.—No, sir; I only put those down who were working directly under me; but these would be continued on as if they were in my gang, although they were working elsewhere; and names would be called out which I didn't know as working for me; I didn't know a man that had quit working under my superintendence; I was not supposed to know him; but this was done for the accommodation of the men and the clerks.

Q.—In making up the accounts, were the statements taken from your book or from this?

A.—From that, of course.

Q.—Do you testify, of your own knowledge, that there were men put down as under your charge, that were not employed under your superintendence?

A.—Now, I would not like to do that; I could not do that; I don't know anything about that, any more than what I have told you.

Q.—Can you give any names that were taken as from your book? Names of men assigned to you who did not work under you?

A.—No, sir; I can only go by my own books; I pronounce my own books correct; I don't know anything about any other books of my own knowledge, and I ought not to say anything else.

Q.—If you have examined this book you know whether there are any

names there put down as names of painters that were not employed on that building?

A.—I told you already that I thought there were.

Q.—Can you give their names?

A.—No, sir; I cannot; but there have been such things happened; but it has been done in this way: I would have men in my gang ten days, or some such matter as that; then I would not want them any longer under my superintendence; and he would be struck off from my books; and, of course, such a name would not appear here; but Mr. Beverage would accept the man as working somewhere else; and for his accommodation, and in order to prevent the keeping of a separate account, his name would continue to be put down in my gang; that would be so to the end of the month, at least. Suppose one man was in my gang ten days this month; now, if he did not keep him in the same gang on the books, he would have to draw a warrant for ten days service in my gang, and sixteen days service under some other man; and that would cause trouble in the Controller's office and elsewhere; so it was kept on just the same; I think that has been the way frequently; perhaps it has frequently been the case that laborers who have worked under me have been continued right on as in my gang, when they worked somewhere else; I suppose that is the way it happened; I don't know of any other way.

Q.—You have made an intimation, and I would like to have you state the facts distinctly under it, as you know them to have existed. Do you know, of your own knowledge, whether there has been any names entered in that book, put down as painters in that large book, which were the names of persons who were not employed at work on the Capitol building as painters?

A.—I know what you are aiming at, and I suppose I could answer it; yes, lots of them; because, as I have already told you, I had sometimes a number of laboring men at work under the painters, or preparing work for the painters, and they were in the painters' gang as employed by me; all men employed by me were put in the painters' gang, I want you to understand that; now you mean to inquire whether men were put on my list whom I never knew to do any work on the Capitol, who didn't work on the building at all; I know what you are aiming at; now, there were a great many men working on the building, perhaps four hundred at one time, and I did not know every man that was at work on such a large building; and I have seen names on that book of men whom I did not know; that is a fact.

*Mr. Baird*.—You have seen names of men there that you did not know?

A.—Yes, sir; I didn't know the men's names, perhaps I knew the man by sight.

Q.—Well, we want to get at some point here. Did you ever see any name on this book, or ever see any man draw a warrant for work done on the Capitol, who you knew was not working on the building, and had not been?

A.—No, sir; I would answer that question that I never did. But you take that book and read the names over, and I will tell you every time the name of the man that worked for me; and the names of men who did not work for me I can cut off.

Q.—Do you know of any man who drew warrants for labor on the Capitol who did not work at all? Do you know any instance of that kind to your own knowledge?

A.—Well, call the names over, and I can tell you what men I knew,

and what I didn't know. If there are any names of men whom I did not know anything about, I can tell you. I can't say that I knew all the men that were at work on this building.

*Mr. McCullough*—Did any one request you to put names down in your book of men who were not employed on the building?

A.—Well, I was asked to put names on my book. But when you ask me if I was requested to put the names of men who did not work on the building at all on my book, I don't know about that; I would not say about their never working on the building. There were a great many different ways of working about so large a building.

*Mr. Baird*—Did you put down the names of any such men in your book?

A.—No, sir, I never put any man down in my book who was not a bona fide worker under me.

*Mr. McCullough*—Did any one, and if so who, request you to put names down of men who were not employed by you on the building?

A.—I think so.

Q.—If any person requested you to do that, who was it?

A.—I suppose it was the timekeeper. But I never put the names of any such persons in my book.

Q.—Do you know whether it was the timekeeper or somebody else?

A.—It was the timekeeper; but I do not say that he asked me to put down the names of men who did not work on the building, but he might have asked me to put down the names of men who did not work in my gang.

Q.—Did he ever ask you to put down the name of a man on your book who did not work at all on the building?

A.—No, sir.

Q.—Did Mr. Bennett ask you to put James Young's name on the book at one time?

A.—No, sir; he never was on my book. Mr. Bennett never asked me to put any name down. Mr. Bennett recommended one or two men to me once or twice. That is the most he ever said about men working under me; and then he never said that he wanted me to employ them. He never even did that. I can answer that question directly. I think I know what you are aiming at very well; but it was not done. There was a young man here by the name of Antoine Robinson. He was at work here; he was at work making out the time rolls in the Treasurer's office at one time, I believe; he assisted in getting the warrants made out for the Board when they met; he had been assistant timekeeper with Mr. Beverage; and it was considered hard that he should not get pay for his services. His name was not down on anybody's list, and I was asked if I would put it down in my tally.

*Mr. Baird*—Did you do it?

A.—No, sir; but his name will be found as a laborer—at work engaged in scraping iron; I gave him work afterwards in scraping iron; but his name was not put down at that time by me; whether it was put down afterwards at any time, I don't know.

Q.—Did you have anything to do with the registers?

A.—Yes, sir; I painted them all.

Q.—Did you paint them as they came from the factory?

A.—Yes, sir; we painted them all in the Assembly Chamber.

Q.—What was the condition of the registers when they came to the Capitol.

A.—Just as they were cast.



Q.—Did you paint them in that condition?

A.—We had them washed off in alcohol and turpentine, and then we painted them; we painted them and put them in the condition in which you see them.

Q.—What kind of men did you employ to do that work?

A.—Painters.

Q.—Good painters?

A.—They were first rate painters.

Q.—What did you employ them at?

A.—At four dollars per day.

Q.—Was it considerable of a job?

A.—I should think it would be; there were over seventy of them, and I calculated the cost of the work as about one half of what it would have been in New York; there were seven or eight large registers; if they had been placed in a paint shop and braized over, it would have been worth—it would have cost as high as from fifteen to twenty dollars apiece; I do not suppose the work cost the State over five dollars apiece.

Q.—How many men were at work at them?

A.—Never over three men; sometimes only two; they came here very late, and the work was pushed forward; we did not really have the time we ought to have had to do the work.

Q.—Do you know the amount the State paid for all the work?

A.—No, sir.

Q.—Do you know what was charged?

A.—Well, that had nothing to do with the painting; I have heard what the registers cost, but that ought to have nothing to do with the painting; I have told you what the painting cost; they probably cost too much at the factory—just the same as the State paid for everything else; probably the iron work was too high; there were two million pounds of iron work received here while I was here; all these caps and columns were received, and they all had to be pulled to pieces and scraped; the columns had to be scraped with iron scrapers—and not only outside but inside—and then the inside was washed with boiled oil; the work was very thoroughly done; you have no idea how much work was expended in cleaning up those columns and fixing them so that they would be in no danger of rusting; there was a great deal of labor expended in that way, and, of course, it cost a considerable amount of money; people do not know anything about that; I had from fifteen to twenty laborers at work all winter fixing the columns and other iron work; in fact, this whole yard here was covered with the iron work; persons come here and talk about the expense of painting who don't know anything about it.

Q.—Do you know a man by the name of Judy who worked on the building?

A.—He did not work in my gang; he worked with the fresco painters; he worked in Shrader's gang.

Q.—Where did Shrader live?

A.—I think he is here in the city. All the gilding was done by him—the gilt over the inner columns, and all that painting.

Q.—What did those fresco painters get a day?

A.—I don't know; I never heard; I never took the pains to find out; I had too much business of my own to attend to; I was opposed to the whole thing; I didn't like it at all, and I never inquired into it.

## TESTIMONY OF W. A. KING.

*Mr. McCullough*—Where do you reside ?

Answer—My home is in Truckee, Nevada County.

Question—What is your occupation?

A.—I am a carpenter, and also a bookkeeper.

Q.—Have you been employed by the State?

A.—Yes, sir; I was employed at the Mansion building, and I also worked on the Capitol after the suspension on the Mansion building; and during the time I was at the Mansion I assisted here in measuring the lumber, and I assisted in acting as timekeeper.

Q.—By whom were you employed?

A.—By the Commissioners—that is, while I was timekeeper at the Mansion.

Q.—Was the rate of wages agreed upon?

A.—Yes, sir.

Q.—Did you draw your pay from the State?

A.—Yes, sir.

Q.—What portion of the Capitol did you work on?

A.—When I came to work here after the suspension of the work on the Mansion I worked in the carpenters' gang.

Q.—Who had charge of that gang?

A.—Mr. Alexander.

Q.—What was the wages paid to carpenters at that time?

A.—They received four dollars per day; I presume they did; I did; that was understood to be the carpenters' wages throughout, both at the Mansion and at the Capitol. The payroll was made out for all the carpenters in that way.

Mr. W. A. KING was examined in regard to working on the Mansion, as follows:

*Mr. McCullough*—At the time you worked on the Mansion, how many men were employed on that building?

A.—I cannot tell now; the time book was turned over to Mr. Beverage when the work was suspended. The time book will show, if the copy has been saved. I really don't know the number of men exactly; there was at one time perhaps as many as sixty men employed there; that was during the time we were making the foundation of the building—that is, including laborers and workmen of all kinds, carpenters included. I think at one time there was as many as sixty.

Q.—Sixty carpenters?

A.—Oh, no, sir; I mean the whole gang.

Q.—How many carpenters?

A.—There were twelve to fourteen. And I think the carpenters' gang at one time perhaps ran up to twenty.

Q.—Were the carpenters in a gang of their own?

A.—Yes, sir. They had a foreman.

Q.—Who was their foreman?

A.—Mr. Voorhies was their foreman.

Q.—Was he also a timekeeper?

A.—No, sir. I kept the time for the entire building.

Q.—You were the timekeeper?

A.—Yes, sir. I was the timekeeper, and the receiver of material.

Q.—What else did you do?

A.—Well, I did chores generally around the building.

Q.—How were you employed?

A.—I was appointed by the Commissioners expressly for this business. To keep the time.

Q.—Who was foreman of the work?

A.—John Voorhies was the foreman of the carpenter work. The foreman of the brick work was Mr. Horan.

Q.—Was there any other foreman?

A.—Mr. ——— had charge of the gasfitting and plumbing. Mr. Laufgottter had charge of the roofing; the tin work. And Mr. Koppikus had charge of the painting.

Q.—You kept account of all the material also?

A.—Yes, sir. I received the material. Those were my orders. That is what I was there for.

Q.—Did you check off the material as you received it?

A.—Yes, sir. I made it a rule to observe that carefully. I would not take material unless a voucher came with it. Or if a voucher didn't come with it, the teamster had to bring it the next time he came out. The lumbermen complained sometimes that it was impossible to always send vouchers with the lumber, at the same time. And so I sometimes made an arrangement for receiving one voucher from them. But I made it a rule when the lumber came up in loads to measure it. And I had a blotter for the purpose of noting the amount down. And then the next morning they usually sent me a voucher by the teamster for what had been delivered the day before. And then I would compare every day and see if the bills were correct with the books.

Q.—Did you ever discover any errors?

A.—Frequently.

Q.—In favor of or against the State?

A.—Each way; most generally against the State—when errors were committed, but not always.

Q.—What did you do when you discovered errors?

A.—I invariably went right to the office and had the errors corrected; that is, where there were any indiscrepancies between my measurements and the amount of the bill.

Mr. Baird—You do not mean “indiscrepancies”?

A.—No, sir; I mean discrepancies.

Q.—You said “indiscrepancies.”

A.—No, sir; I meant to say: Where there were discrepancies I had it corrected immediately, or as soon as possible.

Mr. McCullough—Who furnished the lumber?

A.—N. L. Drew; and Huntington & Hopkins furnished the hardware material; H. C. Kirk & Co. furnished the paints; Mr. Callahan furnished the brick and sand.

Q.—Who received the other material about the building?

A.—I received all the material.

Q.—The brick as well as the other material?

A.—Yes, sir; I received the brick and sand and lumber, and, in fact, all the material; and when the lumber was delivered from the yard to the planing mill I would measure it there. It would be taken down to Hunt & Anderson's. I used to go down there.

Q.—How did you take account of the brick?

A.—It was hauled up in loads, so many thousand in each load—gener-

ally a thousand—and the teamsters had tickets; the drivers would bring tickets each time.

Q.—They would bring tickets?

A.—I gave them a ticket for a receipt.

Q.—Do you know whether there was a thousand in each load?

A.—I counted them—that is, I did at first; I got so that I could tell how many there were by looking over them; you could tell them in a pile, so many one way and so many another—so many high, and so many on top, and so many long; you could tell very easily. After they had been hauling two or three weeks, you could tell very readily whether the loads were full or not. It was very little trouble to see that definitely.

Q.—Do you know how many thousand bricks were delivered there?

A.—I do not know; I know the vouchers were all made out at the end of the month. Callahan would take the tickets from the men who hauled the brick and make out his bills, and when he would bring in the tickets I would give him a receipt; the receipt was his voucher. At the end of the month he made his account and filed it with the Secretary of the Board, and all the vouchers were kept. At the end of each month each man made out his full account. Of course, I had no vouchers unless the tickets were returned, and my receipt with them was a voucher for them. They were filed with the Secretary of the Board.

Q.—Have you ever made a calculation of the number of thousand of brick required in the Governor's Mansion?

A.—I did not; I made no calculation of that kind; that foundation was about six feet deep, and I think it spreads about six feet at the bottom.

Q.—Do you know whether any fraud was practiced in the construction of either one of those buildings?

A.—I do not; but if you want to ask me any questions in particular, I will answer them as pointedly as I can.

*Mr. Baird*—Why cannot we come directly to the point; I do not see the necessity of this roundabout examination; it seems to me as if it was immaterial. Do you know whether there was anything wrong in the superintendence of work on these buildings; or rather, we have to do with the State Capitol altogether; do you know of anything wrong about the work in connection with the State Capitol?

A.—I cannot say that I do, so far as Mr. Bennett is concerned; of course I was under him when I worked here.

*Mr. Baird*—This is not a Court where a man is on trial for his life.

*Witness*—I perfectly well understand the nature of this committee.

*Mr. Baird*—We have not got to go through a whole range of investigation in order to get legally at one particular question in the case; we can come right to the point, and if a witness does not know anything about any alleged frauds, I think we ought to quit. I do not want to spend time here, night after night, examining witnesses for nothing. If any person knows anything about the construction of this building which is wrong, we want to find it out, we want to have them tell us; and if witnesses don't know anything wrong about the construction of the building, we do not want to be bothered nor to waste their time in unnecessary investigation or examination. If you know anything wrong, any frauds in any transaction in the work on this building, I wish you would say so.

*Witness*—I can tell you that my instructions were first received direct from the Commissioners. Then I was subject to Mr. Bennett's orders, as the architect, and my instructions from Mr. Bennett were, to be very

particular about the material; he told me to measure it carefully; he told me to count it as it came, and to have vouchers to go with everything, and to make out receipts properly in all cases; he charged me to be very particular about the lumber, he enjoined it upon me to be particular about that, and told me that if it was delivered at the planing mill to go down and receive it there; he told me to be very careful about these matters, and I used occasionally to go down there and measure it when it was hauled there, without the knowledge of the parties who sold the lumber—the lumber men. Mr. Bennett's orders were very strict.

*Mr. McCullough*—How long did you continue to take an account of the brick?

A.—Until they were all received.

Q.—You stated awhile ago that you became so familiar with the size of the loads that you found it unnecessary to count the brick?

A.—I never quit counting. I said that I didn't count every load which they hauled; but I never quit counting altogether; I always counted enough to be sure, and when the brick were short at all, I would tell the driver that he must make it up when he came next time. I do not pretend to say, however, that I actually counted the brick as a rule.

Q.—Did you ever find any short?

A.—Yes, sir.

Q.—Did you ever have any loads corrected?

A.—Yes, sir; I always had them corrected before I would give tickets; I refused to give tickets until the loads were made up. That was my rule; they would not get any tickets from me until the deficiency was made up on the next load. And I had some trouble at one time about the matter; but the difficulty seemed to be simply with the men who were employed by Mr. Callahan.

Q.—Did you ever have any trouble about other branches of construction or material in the building?

A.—Well, the roofers and plumbers and gasfitters had some trouble. That is, Mr. Bennett and Mr. Waters.

Q.—State what it was.

A.—I don't know anything about it further than this: I know that both in regard to the plumbing and the brick work, Mr. Bennett was dissatisfied. He thought the work progressed very slowly. I know he was annoyed a great deal about it. He frequently expressed himself as very much dissatisfied. And I know he talked to the workmen about it. He did not talk in my presence, but I know he did talk to the foreman.

Q.—Was there ever any complaint about the quality of the material?

A.—When it was defective it was sent back. I know this was the case with the lumber. I made some complaints myself. Once or twice it did not suit me; loads would not be up to the proper standard, and then I would have them sent back; and it was first class lumber that was received and receipted for all the time; that is, it was as good as could be for the work. Mr. Bennett's orders to Mr. Voorhies were to use nothing but the best quality of lumber.

*Mr. Baird*—You say you were timekeeper?

A.—At the Mansion.

Q.—What gang of men did you record the time for?

A.—Of all the men who worked there—the carpenters, and masons, and laborers, and painters, and all.

Q.—What number of men were at work in your time there?

A.—About sixty at the most. I think the limit ran up to that. My time book which was deposited with the timekeeper here would show.

Q.—It has been said there were dummies kept on the time book?

Mr. Delaney—I have never heard of that in the case of the Executive Mansion.

Witness—I can answer that question; there were none; I was never asked to favor a man, or to give any man an account which he was not entitled to.

Mr. McCullough—What was the lowest number of men at work on that building, under Mr. Voorhies' superintendence?

A.—Towards the last, the number of carpenters came down to about ten, I think; when the work was suspended I think there were about ten carpenters, maybe twelve.

Q.—That was the lowest number?

A.—Then the gasfitters and plumbers were there at the same time.

Q.—Is that the lowest number of carpenters who were at work there at one time?

A.—No, sir; when I first commenced, there were only four; the number was gradually increased.

Q.—How towards the conclusion?

A.—I think there were about twelve.

Q.—How many gasfitters and plumbers?

A.—I think about twelve were working there when Mr. Waters was there; my time book, I presume, was kept by Mr. Beverage, and I think by going to the papers of the timekeeper, I can find it; it may be among his papers here; perhaps I could find it at his room; the vouchers for all the work are in the office of the Secretary of the Commission.

Q.—Were these foremen continued on after the men left?

A.—They were not; I continued on up to the end of the month, when the work was suspended; but I put in my time here in work; and I wish to say that about the time of the suspension of the work, there was an attempt to fire the building, it was so said; afterwards, the conclusion was reached that it was only a false alarm, and watchmen were employed on the building; I used to watch there a good deal at nights to see that the watchmen did their duty faithfully; in fact, Mr. Bennett told me that if matters looked threatening in that direction, to carefully observe things myself, and I remained there until the month was out.

## TESTIMONY OF C. C. HICKEY.

Mr. McCullough—Where do you reside?

Answer—San Francisco is my home.

Question—What is your occupation?

A.—Stonecutter.

Q.—Did you ever work on the State Capitol?

A.—Yes, sir; I had charge of the work this summer; of the stone-cutting and masonry work.

Q.—Please state as briefly as you can the way and manner in which the time was kept on this building.

A.—I went to work every day at half-past three, and I went around

and checked the men's time, and I passed it in to Mr. Beverage at four o'clock in the afternoon.

Q.—You took the men's time at half-past three?

A.—Yes, sir.

Q.—Was there a rolleall in the morning?

A.—No, sir.

Q.—How many men were employed? Give us the general average?

A.—I started in in my department on the fourteenth of February, with fourteen men; but I think that one time I had about fifty, but I could not say exactly; it was according as the work progressed; we were hurrying up toward the conclusion; men were coming and going on the work; there were laborers, and masons, and stonecutters, according as they were needed; I think the highest number was fifty and the lowest about fourteen.

Q.—What were the wages?

A.—The stonecutters received five dollars per day and the laborers received three dollars; of course they were mixed; some were better and some not so good.

Q.—When was the pay day?

A.—From the sixth to the ninth of the month; I took my minutes to the timekeeper's office, and the roll was stricken off from my account and the warrants drawn; the men would come in and sign the pay roll and take their warrants.

Q.—Did you, as timekeeper, know if all the men were at work in the morning at the hour for commencing work?

A.—Yes, sir.

Q.—How do you know?

A.—I stepped right across the street; I was right here every morning at eight o'clock, and the men knocked off at five.

Q.—Were you absent any time?

A.—I went away in the Summer eight days in all; that was on strictly private business of my own.

Q.—Do you know if any names were on the roll book for receiving pay when the men whom these names represented did not work?

A.—Not to my knowledge.

Q.—What wages did they draw from the State?

A.—The stonecutters got five dollars, the laborers three.

Q.—How much did you get?

A.—I got six dollars.

Q.—Did you keep a roll or time book?

A.—Yes, sir.

Q.—Have you examined that book?

A.—I have not seen that book lately.

Q.—To what time did you work?

A.—I worked until the first of December.

Q.—Do you know of any men on the roll who did not work?

A.—I never knew of any man on there who did not do any work.

Q.—The general Superintendent took the time from your book?

A.—The timekeeper, Mr. Beverage. And in fact, I used up a book every month. I probably had the hardest gang to look after of any man on the ground. They were scattered all over the lot. Some were in these sheds; some, on top of the building; and some were inside the building.

Q.—Cutting stone?

A.—Cutting stone and doing their work. Laying tiles and cutting

tiles. And I used to go around with my book in my pocket and hunt them up and mark them. I generally used up a book every month.

Q.—What kind of a book?

A.—A little small pass book. If I had ever thought there was going to be any investigation, or anything of this kind, I would have kept all of my books. I threw them away carelessly after I had used them up, or defaced them.

Q.—Do you know whether there was any time credited to men who did not work on the building?

A.—I never heard of any.

Q.—Did men ever work over time?

A.—Yes, sir. They worked overtime for the last—well, I could not say how long. But sometime before we knocked off. I think that at one time there were men that got thirty-one and three-quarter days in the month. We worked during the night time and Sundays, laying tiles; worked as long as we could. Commenced in the morning, I think, about seven o'clock, and worked until half-past five. And we worked on Sundays. When we commenced working early in the morning, we might work until half-past six. Then they would get a day and a quarter. Sundays I gave them two days. That was the very last of it. Because we did not want the balance of the gang, and were hurried with the work. We worked on Thanksgiving Day, and many Sundays, and some nights. Some nights the men would work until eleven o'clock.

Q.—Doing what?

A.—Sawing tiles.

Q.—How many men?

A.—Some four men.

*Mr. Delaney*—Did you hand in that number of days to the timekeeper [pointing on the book] for the month of August? Twenty-seven days?

A.—I don't think I did.

Q.—Did you draw pay for it?

A.—I could not say. I could not say whether I did or not.

Q.—Did you draw your warrant for that month?

A.—Yes, sir. And for every month.

Q.—Did you lose any time from work during that month?

A.—Not that I am aware of.

Q.—Were you in San Francisco during that month?

A.—I don't know. I was in San Francisco about three times during the Summer.

Q.—Do you recollect attending a public meeting which was held at Dashaway Hall, on the night of the twenty-fifth?

A.—Yes, sir; I was there.

Q.—Look at this book and see whether time is credited for that?

A.—So far as I was concerned, I got regular time.

Q.—You got time whether you were working on the building or not?

A.—Whether I was working on the building or not; the foremen are generally allowed full time.

Q.—How long were you in San Francisco at that time. How many days were you off then?

A.—I think I was there two days and a half.

Q.—Where are your time books?

A.—That would be pretty hard to tell; I don't know where they are.

Q.—Have you destroyed them, or any of them?

A.—As far as my time books are concerned, I would say that I used



to use up a time book every month, and then I would throw it aside in my room; I may find them there, at the place where I used to stop.

*Mr. Delaney*—[To *Mr. McCullough*—Will you please ask the witness to find his time books, or try to find them?

*Mr. McCullough*—I wish he would do so.

*Mr. Baird*—How many of them does he say he had?

*Witness*—I did not think it was necessary to keep them.

Q.—*Mr. Delaney*—Did you keep the time of this gentleman? [Pointing on the large time book].

A.—Yes, sir;

Q.—For the month of June?

A.—I think I did.

Q.—Now, did you keep the time of this man? [Pointing].

A.—I think I did.

Q.—Did he work full time during the month of June?

A.—To the best of my knowledge he did.

Q.—You do not remember of his being off during that month?

A.—I was away in the month of June four days.

Q.—How many days were you away in the month of July?

A.—I think I was away entirely from my work seven days during the Summer; that is, from the building, to the best of my knowledge.

Q.—I want to ask you in regard to the work of *Mr. Hogan* during the month of August?

A.—I don't know whether he lost any time in August.

Q.—If he did lose any time would you have known it?

A.—Yes, sir; I would.

Q.—He is credited with twenty-seven days; your testimony is that he was not off during that time?

A.—I could not say he was; I think it is a pretty hard job to tell precisely in regard to the hours of every man when you have some fifty men to go around among and tally; but according to the best of my knowledge and belief he was credited properly.

Q.—Did you ever return the time of men when you knew they were not at work?

A.—No, sir.

Q.—Did you ever return your own time in the book when you were off?

A.—I counted every day when I was employed as a superintendent on the building; I received six dollars a day and I made full time.

Q.—Did you make a bargain with the Commissioners; did you agree for full time with them whether you were on the building or not?

A.—I did not.

Q.—Did the Commissioners know that you got more time credited to you than you worked?

A.—I don't know whether they did or not. I was off seven days during the Summer. I always made provision that the work should go right along until I came back. These men always had their plans or stints fixed until I came back. I think I was gone one time four days, and one time two and a half days, and at another time about a day and a half, during the Summer.

*Mr. Baird*—Do you know that anything was done incorrectly on the building, in regard to the work or the keeping of time?

A.—No, sir, I do not. I came up last February to take charge of the stone work on the building—the fourteenth day of last February; that

is, a year ago—and I was employed at six dollars per day to do the stone work of the piers and steps, and the tiling.

Q.—Was the building nearly completed then? Were the walls all up?

A.—They were taking the wall down at the end of the piers. It was too small at the end to support the columns on the top.

Q.—Taking it down to put up heavier?

A.—To make them larger.

Q.—You superintended the cutting of the stone for that job?

A.—Yes, sir; and the setting of the stone. Owing to what I call an architectural blunder, the piers which they had constructed there were not sufficiently ample to hold up the columns; that is, they were not flush with the columns as they now sit. The end piers were too small; they had to be taken down and made four or five inches larger; and all the stone had to be taken out and rebuilt up from the foundation for the support of the columns. The whole thing was remodeled over and made larger.

*Mr. McCullough*—Who was Architect then?

A.—When the piers were put up, the Architect was Mr. Cummings.

*Mr. Delaney*—Do you know James Young?

A.—Yes, sir; he was a draftsman on the building. He superintended the detailed drawing for the different foremen.

Q.—Was he charged as a stonecutter?

A.—His position was as important as that of any other man on the building; at the same time it was not described in any roll, because he was getting out the plans and drawings and patterns for the foremen.

Q.—Was he occupied during the ten months you were employed here in that work?

A.—No, sir. He drew the work for the carpenters; laid out the lines and measurements for several of the foremen. He acted as general draftsman.

Q.—Was he practically a stonecutter?

A.—No, sir; he never cut a stone on the job.

Q.—Could his time be properly charged as that of a stonecutter?

A.—I could not say. I know he was busily at work all the time; he was getting out the drawings for the various foremen all the while. I think he was paid five dollars per day. He earned his money as well as any man in the State of California. And he filled a very difficult position in a very excellent manner; and all the foremen can testify to that. There is not one man in a thousand who could fill it so well.

Q.—Who directed you to return his time as a stonecutter?

A.—He was originally put in the book as superintendent of the stone work, but it was found that he could not attend to the work of a large gang as I did, and when I got the position of master stonecutter, he was put on the books as a stonecutter; he was simply put in my gang in order that he might draw his pay for the work which he performed.

Q.—You say he was appointed superintendent of the stone work, but did not get pay as such?

A.—Originally he was put on the book as superintendent of stone work; but when I took charge of the gang, he was still doing the detailed drawing for the building as he had been; and I wish to state, in this connection, that I have heard that statements were made in regard to the cost of masonry which alleged that it was extravagant; I would like to have been here when such statements were made; the stone work of this building—the front stone work—is as fine as any in the United States of America; there is nothing finer at the Capitol at

Washington; it is banded together and clamped probably as well as any stone work in the world; the stone which was put in here was very difficult to work; that which come from Mr. Griffith's quarry in —; when they went to work to cut the stone, they found it required a great deal of time to get it as fine as it is; experts have testified, and will testify, that it is some of the finest stone work in America, and the cutting is as neat as could be done; the sills there—or what we call the platforms—are seven inches thick; when we came to get the stone on the ground, we found it was almost impossible to cut it out of the right size; we cut out the stone four by ten feet; now it is about three feet by nine; it was very difficult to cut that stone out in that size.

*Mr. McCullough*—Who was master stone mason?

A.—I was; I had charge of the stonecutting and laying.

Q.—Do you consider that a good job of masonry?

A.—I consider the work as good as any similar work in the United States.

Q.—Is not the water dripping through the arches of the portico?

A.—It is simply some water which sucks through the joints; I wanted the floor above tiled; of course the water drips through the loose brick and gets into the joints; I wanted it tiled, when there would have been no dripping, but we did not have time to do that.

Q.—The water drips through the joints and seems to stain the granite in places? Now, if that was properly graded [the reporter could not hear this technical term with sufficient accuracy to make it certain that he spells it right] the water would not run through in that way?

A.—Well, I will tell you that it is owing to the brick work and the fact that it was not tiled; the brick work is loose, and the water drips through on the joints; if it had been tiled it would have been all right; it has nothing to do with the setting of the stone; as far as the setting of the stone is concerned that is first-rate work.

*Mr. McCullough*—I would not say much about the masonry if I was you, if I pretended to be a practical stone mason. The cutting there is very well done, I should judge, but I should say that the workmanship exhibited in laying the stone is very poor; I think that is very badly done. The water would never run through mason work which was properly built up?

*Witness*—I can assure you that the joints were made as close there as possible; it should have been tiled.

*Mr. McCullough*—By whose direction was — put down on the stone-cutter's gang?

A.—Well, when I came up here, Mr. Young was doing the drawing for the building—for the foremen—and he was frequently out in the shed with me; he was constructing, on plans, some moldings for the arches with me; we also got out some small wooden molds for the building; then he was, at that time, down as superintendent of the stone work; I was appointed then master mason, and Mr. Beverage said that he might as well be put in the stonecutters' gang, as that would allow him to draw a proper per diem for his services.

Q.—Did Mr. Beverage instruct you to put him on?

A.—He said this to me, "as a matter of convenience;" at the time he was down as superintendent of stone work; but when I was put down as master mason, it was suggested that he go on the books as stonecutter; he got the same wages; there was no making two jobs of it, and it was a matter of convenience, and that only; he earned his money.

*Mr. Delaney*—He was really a draughtsman on the building?

A.—He was assistant draughtsman on the building; there was a great deal of detailed drawing which was done by him; he also assisted a great deal in my work.

### TESTIMONY OF DENNIS E. HOGAN.

*Mr. McCullough*—Where do you reside?

Answer.—I am a kind of transient inhabitant just now; I reside at present in Sacramento.

Question—What is your occupation?

A.—Stonecutter, and generally what I can find to do; that is my trade, however.

Q.—Did you work on the State Capitol.

A.—Yes, sir.

Q.—Under Mr. Hickey?

A.—Well, I was directly under his charge.

Q.—How long did you work here?

A.—I worked from early in the month of February, eighteen hundred and seventy-one, until the third or fourth of December; I think I worked a day or two in December.

Q.—Doing what?

A.—Laying tile way up in front of the portico.

Q.—What wages did you get?

A.—I got the standard wages.

Q.—What wages?

A.—I believe the standard wages were five dollars per day; that is what they were paying every man for work here of that kind.

*Mr. Delaney*—Did you keep an account book, or have you now any account of your time?

A.—No, sir, nor never could. I never kept an account of time in any place where I ever worked; I never had any reason to do so.

Q.—Did you work full time in the month of June?

A.—I believe I worked nearly all the time; perhaps a day or a day and a half off—I would not be satisfied exactly.

Q.—Did you work full time in the month of August?

A.—I think I did.

Q.—Was you not off work for a good many days in August?

A.—I worked overwork in August, I believe—to the best of my knowledge.

Q.—How is it about September?

A.—I worked every day in September—every working day, to the best of my knowledge—I could not swear positively; but I never lost a day in that month that I know of. I believe that in September I made some overtime, putting in some pieces of stonework over the front portico—me and a man by the name of Bagely, another stonecutter.

## STATEMENT OF MR. HICKEY.

*Mr. Hickey*—I wish to make a statement to the committee. I came up from San Francisco myself on this very business.

*Mr. Hogan*—I was not subpœnaed. But I had just as lief testify—and a little rather.

*Mr. Hickey*—I was not subpœnaed either when I came up. I wish to draw the attention of the committee to one little fact, in relation to this question about my time. [Looking over the large time book.] Here is my brother's name. Poor fellow; he is dead. He died right on this building. William Hickey; that is his name. He had a slight cold, and he worked here one rainy day, when it settled on his lungs. He died very soon. He lingered along three or four months. You see that he is docked there a quarter of a day. Now if I felt inclined to give any man an hour, I think I would be most inclined to give it in favor of my brother—the poor dying fellow! There is his name. He is docked three quarters of a day there. The balance of the time, when he knocked off. Now I suppose if I wanted to give a man a favor, I would give it to that poor dying fellow in preference to any one else. He managed to work some little after he was taken sick. And I think he managed to come up here and rub on these stones within eight or nine days before he died. And I never gave him an hour which he did not actually put in on this building. Nor to any other man. I had no object to do so. I did not get a percentage for any such purpose. And I did not want any. When a man was in want of a job, and was a good workman, and there was need of his work here, and I could give him a job or help him to it, I did it. But I never made one single cent out of any man on this building. I came here with sixty dollars in my pocket and left with forty-two dollars. That is just about as the matter stood. That is the way I squared with the State. You will see my brother worked here until in July—until five or six days before his death. And I can take my oath that I never gave him or any other man on this building an hour's time which they did not put in. I can take my oath before high Heaven to that. I would not give the best man on earth an hour's time I did not think he earned. Of course I might make mistakes. Here were men scattered all over this building and all over the yards. When I came to go around, some would be engaged at one thing and some at another. Some might be temporarily engaged in turning a grindstone to sharpen tools. And frequently, I presume, that when the payroll was made out, men would complain that they were docked off one or two days when they ought not to have been. But I did the best I could to keep an accurate time.

*Mr. Baird*—Don't you think it would have been a better plan to have had a rolleall in the morning?

*Mr. Hickey*—Probably that would have been the better way; probably that ought to have been done.

*Mr. Delaney*—I will call the attention of the committee to one thing: Mr. Beverage is sick; he is really one of the most important witnesses, and I think if his evidence is taken at all, the committee will have to go to the house and take it.

*Mr. Hogan*—He is so low that I do not think the doctor will allow his

evidence to be taken even at the house; I heard to-day that they hardly had hopes of his recovery.

The committee then adjourned.

TUESDAY EVENING, March 19th, 1872.

# TESTIMONY OF J. B. HOBSON.

*Mr. Pardee*—Where is your place of residence?

Answer—Auburn, Placer County.

Question—How long have you resided there?

A.—I have resided there since about the middle of January some time, or February.

Q.—Did you ever reside in this city?

A.—Yes, sir.

Q.—You moved from here to your present place of residence?

A.—Yes, sir.

Q.—What was your occupation when you lived in this city?

A.—Master plumber and gasfitter.

Q.—Did you ever do work upon this building?

A.—Yes, sir.

Q.—From whom did you secure your contract?

A.—Gordon P. Cummings.

Q.—He was the architect?

A.—He was the State Architect at that time—eighteen hundred and sixty-eight or eighteen hundred and sixty-nine, I don't remember which.

Q.—It was a contract?

A.—Yes, sir.

Q.—What did the contract consist of?

A.—The contract was—the contract consisted of a writing binding me to furnish the labor to do the plumbing and gasfitting on the State Capitol, including tools, implements, and machinery.

Q.—Have you that contract with you?

A.—No, sir, I have not.

Q.—Do you know where it is?

A.—I do not.

Q.—Where was it the last you knew of it?

A.—I don't exactly remember; the last I saw of it was in the store at San Francisco.

Q.—In whose possession?

A.—In the possession of the firm of Middleton & Hobson, at that time.

Q.—Why didn't you copy it yourself?

A.—Well, I did not care about copying it.

Q.—It was something that pertained to yourself?

A.—Yes, sir; I might have copied it if I had paid any particular attention to it.

Q.—Cannot it be found?

A.—Well, I don't know, I am sure.

Q.—The nature of that contract is simply this: that you agreed to furnish labor and material?

A.—No, sir.

Q.—Implements, at least, and machinery?

A.—Implements and machinery—that is the way it was worded, to the best of my memory.

Q.—Labor and tools?

A.—Yes, sir.

Q.—What date was that contract?

A.—It was, I think, November, eighteen hundred and sixty-eight or eighteen hundred and sixty-nine; I think it was eighteen hundred and sixty-nine.

Q.—How long did you continue work upon the Capitol?

A.—I continued steadily to work there until January, I disremember the year now, but it was about the time of the last Legislature.

Q.—Was it one, two, three, or four years ago?

A.—Well, I have been to work ever since, off and on, on the building.

Q.—Up to what time?

A.—Since eighteen hundred and sixty-eight—eighteen hundred and sixty-eight or eighteen hundred and sixty-nine—eighteen hundred and sixty-nine I think—about three years—two and a half—about two and a half years—it must have been three years.

Q.—What were you to charge a day for your services?

A.—Eight dollars and eighty cents scrip.

Q.—You considered that as good as eight dollars in coin?

A.—Well, no; not without it would bring that in coin in the market. We had gone in the market; when it had brought eight dollars in coin I was satisfied, but when it did not I did not think it was worth that.

Q.—I suppose you considered the scrip was depreciated ten cents on the dollar; why did you have eight dollars and eighty cents?

A.—Well, when I was told we would have to receive scrip, I was told at that time, by the Governor or Mr. Cummings, I disremember which now, that the scrip was not worth par, that it would not sell for par; I told him that we could not furnish the labor any less; that that was the usual price, and a little below the usual price for such labor in San Francisco; and he told me that I would be allowed to add ten per cent on the contract.

Q.—That was to make it on a gold basis?

A.—Yes, sir, at that time; sometimes it went down to sixty-five and seventy-five cents.

Q.—Did you, for a term of months, put in statute time, making thirty days to the month?

A.—Well, in the first part of the work, the first year, I did not, because my business then was in San Francisco, but I came up one, two, or three days, or four or five days, or one or two weeks sometimes, and then I would go away again; I had a foreman in charge of the work.

Q.—Did you charge full time for your services?

A.—No, sir; I never charged for a day I was not on the building.

Q.—You did not?

A.—No, sir.

Q.—How many men did you have engaged?

A.—All the way from two to forty; I think I had forty-five at one time.

Q.—Have you their names?

A.—Well, I cannot remember all their names, there were so many of them, off and on.

Q.—Just give some of the names that you remember.

A.—In the first part of the work there was Kramer.

Q.—What did you pay Kramer per day?

A.—I believe I paid him four dollars; I disremember now what I did pay him, that is so long ago; I think I paid him four dollars; it is so long ago I don't remember exactly.

Q.—Did you have a man by the name of Wheelan?

A.—Yes, sir.

Q.—What did you pay him a day?

A.—I think I paid him one dollar and fifty cents a day.

Q.—What did the State pay for Kramer?

A.—They paid for them according to their contract with me.

Q.—That is what I want to know. I want to know what the State paid for the men. You paid four dollars; you paid Kramer four dollars. Now, I want to know what the State—what you charged the State for his labor?

A.—Well, Mr. Pardee, you just asked me what I received, and I received that all the way through.

Q.—Received what?

A.—Four dollars and forty cents in scrip, until a few months ago, and then they allowed me a little more for some of the men, and less for some of them.

Q.—Then you received no premium upon Kramer's labor?

A.—No, sir.

Q.—You didn't pay him one price and charge the State another?

A.—No, sir, I did not; I charged just the same as my contract called for all the way through.

Q.—What position did Kramer hold—foreman?

A.—He was a gasfitter.

Q.—Was he foreman?

A.—He was for a while.

Q.—What did you pay Wheelan?

A.—I just stated that I paid him one dollar and fifty cents, I think; I think it was one dollar and fifty cents.

Q.—What did the State pay you for his services?

A.—What did they pay me for his services? Paid me just like the rest; just according to my contract. They paid me four dollars and forty cents for every man.

Q.—Every man?

A.—Every man. That was a business transaction. They were just the same as material to me. I sold them at a profit.

Q.—That is what we are going to find out, what the profit was. There is such a thing as running profit in the ground. Barry—what did you pay him?

A.—I don't remember what I paid him.

Q.—We have it marked here four dollars. Do you think you paid him that?

A.—I don't remember now, it was so long ago. He is around the country though, and can be found very easily.

Q.—McCue—what did you pay him?

A.—I think I paid him two dollars and fifty cents; I think so. That was Mike McCue, was it not?

Mr. Pardee [to Mr. Bockius]—Just take a pencil and put it down, so as to see how much he made a day.

Witness—I made pretty good wages.

Q.—They said you made one hundred thousand dollars out of this job; but I don't believe it.



*Witness*—I wish somebody would give me twenty-five thousand dollars, and I would change with them. [The witness here conversed with a gentleman sitting by his side.] I would like to correct myself; I have obtained a little assistance to my memory.

Q.—In what respect?

A.—In regard to Wheelan. I paid him two dollars a day, instead of one dollar and fifty cents.

Q.—What did you pay Benjamin Free?

A.—I don't remember what I did pay Free at that time.

Q.—Free testified that you paid him one dollar and fifty cents a day.

A.—For what time?

Q.—For the first ten months.

A.—I know some of them were raised along according as they learned their trade.

Q.—What did you pay Allen?

A.—I paid him six dollars a day.

Q.—What did you charge the State?

A.—The same as I charged for all—four dollars and forty cents in scrip.

Q.—Why did you pay him more than you received?

A.—Because he was a skilled workman.

Q.—Then you paid him six dollars, and the State paid you four dollars and forty cents?

A.—Yes, sir.

Q.—Levy; what did you pay him?

A.—I don't know what I did pay him; I disremember now; I think it was two dollars or two dollars and fifty cents. I don't remember what some of these fellows did get.

Q.—Charles Waters?

A.—Six dollars, and expenses up and down whenever he wanted to go. He was another of the skilled fellows.

Q.—E. W. Fellows?

A.—Two dollars and fifty cents. I remember that well enough. He is here in town now, too.

Q.—George Gordon?

A.—He is here right now. I don't remember what I did pay him then.

*Mr. Bockius* [to *Mr. Gordon*].—What wages did you get?

*Mr. Gordon*.—Two dollars and fifty cents.

*Mr. Delaney*.—W. Carroll?

A.—I don't remember what I did pay Carroll.

Q.—James Sweeney?

A.—Four dollars.

Q.—W. Davis?

A.—I don't remember what I did pay him. He was a gasfitter.

Q.—John Murphy?

A.—I don't remember what I did pay him. He is here in town, too. You can get him up here and find what I did pay him; I don't remember. Some of these men were old hands that worked for me in San Francisco.

Q.—Joseph Linsky?

*Witness*.—What were you getting then, Joe? [to *Mr. Linsky*.]

*Mr. Linsky*.—I got three dollars and fifty cents then; and three dollars the first time.

*Mr. Delaney*.—F. Kennedy?

A.—I think I paid him three dollars a day; Frank Kennedy.

Q.—F. Bassett?

A.—I paid him three dollars.

Q.—John Kealey?

A.—I paid him six dollars.

Q.—William Soule?

A.—I think I paid him—I won't be certain what I did pay him. I don't remember now.

*Mr. Bockius*—Didn't you keep any books?

A.—Yes. But, my God, I can't remember all that is in the books.

Q.—But didn't you have books you kept these accounts in?

A.—Oh yes, sir; we always kept books.

Q.—Where are they?

A.—Why, we chucked them away when we closed out business. The books that these accounts were kept in I don't know where they are. Mr. Middleton has them, I believe.

*Mr. Delaney*—J. O'Neil?

A.—I think O'Neil got two dollars a day.

Q.—Ed. Warren?

A.—Warren or Warner? Oh, Warner! I don't remember what Warner did get.

Q.—F. McCready, or T. McCready?

The witness shook his head.

Q.—Charles Fredericks?

A.—Two dollars and fifty cents I paid him.

Q.—J. Murphy?

A.—I don't remember what I paid Murphy then. He is here in town.

Q.—G. Phillips?

A.—I don't remember.

Q.—W. W. Knight?

A.—W. N. Knight? I paid them all rates of wages.

*Mr. Bockius*—That is what we want to find out. We see you did. But you don't remember.

A.—I paid them all different rates of wages. I hired them for what I could get them for, and charged the State four dollars and forty cents a day for them, according to my contract. I got my money and I was satisfied, excepting when scrip went down; and then I was most terribly dissatisfied.

*Mr. Pardee*—Of whom did you get this contract? You have told me, but I have forgotten.

A.—Gordon P. Cummings. It was approved by the Board of State Capitol Commissioners. They desired me to go to work, and I went to work.

Q.—Did you divide this profit with Cummings?

A.—No, sir; no, sir. I divided with nobody but my partner in business.

Q.—Did you employ all the men?

A.—All the men.

Q.—And discharged them?

A.—And discharged them when they did not suit me.

Q.—Who kept the time; your time table for your men?

A.—The first part of the work Allen kept it; the last part of the work, since the last Legislature—since we went to work after the last Legislature adjourned—Kealey, John H. Kealey, kept the time.

Q.—It was eight hour labor, was it?

A.—Eight-hour labor.

Q.—Did any of your men perform more than eight hours consecutive labor in one day?

A.—Yes, sir, very often. During the session of the Legislature two years ago there was considerable extra work done—overwork, night work—putting up the gas fixtures in the Chambers and State Library. They worked all night sometimes.

Q.—How did you charge if they worked twelve hours a day—a day and a half, or how?

A.—That was the principle, I believe. I think we were allowed double time, the same as when working on the outside. In our business, and I believe in all other branches of mechanical business, if they work after the regular hours they are allowed two hours for one. That is the system among all mechanics in this State, I believe, since I have been in the State.

Q.—You received two hours for one?

A.—Two hours for one, for overwork—night work, Sunday work, and work on holidays—and a man earns it, too, when he does work over time. Any man that would try it for a while would find it out. Most mechanics are allowed that time and there is never any complaint made about it. They would not work nights without they got that, and I don't blame them; I would not do it.

Q.—Were the majority of your men first class mechanics in your trade?

A.—About half of them. They were generally divided in gangs—a mechanic and a helper; the same as they do in our business and in the tanners' business all over the United States—always a good workman and a helper.

Q.—Give me the names of those you considered as first class workmen, will you?

A.—Well, there was Riley; there was Kramer, a first class workman.

*Mr. Delaney*—I will call off the names and check them as you give them. John Healey?

A.—Yes. Number one.

Q.—Benjamin Free?

A.—He was a good workman.

Q.—John Murphy?

A.—Another one.

Q.—Mr. Fitzgerald?

A.—He was a good workman.

*Mr. Pardee*—What do you mean by a good workman?

A.—A mechanic competent to do a day's work in my business.

*Mr. Delaney*—James Megan?

A.—He is about a half mechanic.

*Mr. Pardee*—Say good or bad.

A.—He is a helper; he is good; one man is as good as another; we understand our business and we know whether they are good or bad.

*Mr. Delaney*—W. Govan?

A.—Helper.

Q.—Thomas Sweeney?

A.—Helper.

Q.—Pat. O'Brien?

A.—Helper.

Q.—James Moran?

A.—Mechanic.

Q.—Plumber?

A.—Yes, sir.

Q.—John Guthrie?

A.—Plumber.

Q.—Joseph Linsky?

A.—Gas and steam fitter; master of his business.

Q.—Daniel Evart?

A.—Mechanic.

Q.—George Gordon?

A.—Mechanic.

Q.—William Galligan?

A.—Mechanic.

Q.—Edward Chambers?

A.—Helper.

Q.—James Sweeney?

A.—Mechanic.

Q.—Mat. Ryan?

A.—Helper.

Q.—James Colleton?

A.—Helper.

Q.—Daniel Troy?

A.—Mechanic.

Q.—Patterson?

A.—Helper.

Q.—Knowles?

A.—Helper.

Q.—Butler?

A.—Mechanic.

Q.—What is he?

A.—Gasfitter.

Q.—William Dolan?

A.—Helper.

Q.—J. McDonald?

A.—Helper.

Q.—H. Courtly?

A.—Helper.

Q.—David Corcoran?

A.—Helper.

Q.—William Meehan?

A.—Helper.

Q.—Owen Ward?

A.—Helper.

Q.—José Rosa?

A.—Helper.

Q.—Andrew Kerrigan?

A.—Helper.

Q.—Eugene Fritz?

A.—Mechanic.

Q.—Andy Burns?

A.—Mechanic.

Q.—John Houck?

A.—Helper.

Q.—John O'Hara?

A.—Helper.

Q.—B. Kiernan?

A.—Mechanic.

Q.—John Dunn?

A.—Mechanic.

Q.—Thomas Keegan?

A.—Mechanic.

Q.—John Madden?

A.—Helper.

Q.—John Brannan?

A.—Helper.

Q.—M. Shirlock?

A.—Mechanic.

Q.—John McNulty?

A.—Helper.

Q.—Thomas Gannon?

A.—Helper.

Q.—John Willich?

A.—Helper.

Q.—Charles Bowers?

A.—Helper.

Q.—John Ireland?

A.—Helper.

Q.—John Dreuer?

A.—Mechanic.

*Mr. Pordee*—Was it customary for you to get your men to sign the warrants and draw them yourself from the Controller?

A.—Well, in the first part of the work the Architect, Mr. Cummings, used to give me the warrants, and the men used to sign them.

Q.—How was that?

A.—Mr. Cummings always delivered the warrants to me, and the men signed them; that was in the first part of the work.

Q.—The men signed them?

A.—Yes, sir; he never gave a warrant to any man that was working in my gang.

*Mr. Baird*—Gave all to you?

A.—All to me from the first payment to the last, when under him.

Q.—How did you draw the pay for your men?

A.—How did I draw the pay?

Q.—Yes; by what authority?

A.—The men indorsed the warrants, and they were a marketable article then; that was the first part of the work; the latter part of the work they gave powers of attorney; I learned that I could save all the trouble of having the men sign the warrants by their giving a power of attorney; then I could get them without difficulty.

Q.—Was that a written power of attorney?

A.—Yes, sir; a written power of attorney.

Q.—From every one?

A.—Yes, sir; if I did not have the power of attorney, I could not get the warrant.

Q.—We have had witnesses here who testified they got warrants without written powers of attorney; it was very common.

A.—Well, they might.

*Mr. Parlee*—Did the men come to you seeking employment, or did you send for them as a rule?

A.—Send for them? Well, some I sent for—those that I knew—and others came.

Q.—Were there many of them sent to you with letters of recommendation?

A.—No, sir; never. I never received a letter of recommendation for any man that was working in my gang.

Q.—Never did?

A.—No, sir.

Q.—You picked them up promiscuously, if a man came in and wanted work?

A.—Yes, sir. If he wanted a job, and he suited me, I took him. I made arrangements how much to pay, and I took him, just the same as you would do if you wanted men. I hired the men that suited me best.

Q.—You set them to work, and from the amount of labor they would perform you would tell the amount you would pay them?

A.—No, sir; I always made previous arrangements. If a man went to work for me I knew what I had to pay him, and he knew what he was to get.

Q.—Was it a usual thing for you to draw the money on their warrants weekly or monthly?

Q.—There was never but very few months that ever I drew the money; I never got anything but scrip, only two or three months.

Q.—Well, the scrip?

A.—I brought that into the market and sold it to the highest bidder.

Q.—Was it usual for you to get it weekly or monthly?

*Mr. Bockius*—He sold the warrants; I understand him.

*Mr. Pardee*—I am speaking of the scrip.

*Witness*—How could I get warrants weekly when there are no warrants issued only monthly?

*Mr. Pardee*—That is what I wanted to find out.

A.—I paid my men as a general thing weekly; or whenever they wanted money.

Q.—Did you buy material?

A.—Buy material? Why, yes; I had a store; I could not get it any other way than buying it. I had a store and did business in a business manner. I bought material and sold material; made a profit on it if I could.

*Mr. Bockius*—Why can't you answer the questions directly? I think you show a little animosity on this subject.

*Witness*—I have none; I have no animosity.

*Mr. Bockius*—It is not the desire of this committee to enter into an examination, nor to convict any one of fraud. We simply came here to investigate. By answering the questions you would act more in accordance with the feelings actuating the committee.

*Witness*—But the Chairman knew I kept a store, and surely must have known that I bought my material.

*Mr. Pardee*—I know nothing about it.

*Mr. Bockius*—And I don't know anything about it. I don't know whether you keep a store or not. You should answer questions in a proper manner. There is no disrespect intended you by these interrogatories; none at all.

*Mr. Pardee*—Were you authorized to purchase material?

A.—I purchased material for my business.

Q.—Material used on this building; did you purchase material for the use of this building?

A.—I purchased material and sold it to this building.

Q.—You do not understand my question I see, as I want to have you; what I want to know is—it is indifferent to me whether you had a store or not; if you did, why, that does not make any difference in regard to your answering my question—I want to know if you were authorized to purchase material used upon the building, and which your men were employed to place upon the building?

A.—I never was authorized to purchase any material; I was authorized to deliver material to this building.

Q.—You do not understand my question now; I tell you I do not care whether you purchased it or took it from your own store, or elsewhere. I want to know this—if you were authorized to furnish material for the building?

A.—Oh, I can answer that; I was authorized to furnish material for the building.

Q.—By whom were you authorized?

A.—Sometimes by the Board of Commissioners, and sometimes by order of the architect.

Q.—What character of material was it that you were authorized to furnish?

A.—Gas pipe, fitting, gas fixtures, etc.; steam radiators.

Q.—Anything else?

A.—Well, the necessary fittings in my business; sometimes in the first part of the work, Selby furnished a great deal of the material.

Q.—Who received them at the building as you would send them from your store?

A.—The timekeeper.

Q.—Did you sell it by weight mostly?

A.—Some of the kinds; some material I sold by weight—such as lead; iron material, iron pipe, was sold by the foot, some kinds of fittings by the pound, and some kinds by the piece; gas fixtures by the piece.

Q.—When sold by the pound, what was your usual method; did you weigh it at the store and then have it weighed here again by the timekeeper?

A.—Yes, sir.

Q.—And then compared your accounts?

A.—Yes, sir.

Q.—Did they always agree?

A.—Yes, sir, they agreed; we never had any complaints about it.

Q.—The lead that you furnished was pipe, was it?

A.—Yes, sir.

Q.—What did you get per pound for that pipe lead?

A.—I believe I got fourteen cents, if I remember rightly.

Q.—How much per running foot for your pipe; for instance, inch pipe, gas pipe?

A.—Well, I charged for that according to the market price; it varies; pipe varies weekly, and sometimes daily; Mr. Mott can tell you that.

Q.—Did you purchase of Mott?

A.—I purchased some of my material from Mott, and other wholesale houses; some was imported from the east.

Q.—Did the timekeeper keep an account?

A.—Yes, sir; I believe he did.

Q.—Of the prices that were paid for the pipe?

A.—Of the prices? He kept the bills on file; the bills are all there, I suppose.

Q.—Do you know the number of lineal running feet of gas pipe that there is in this building?

A.—No, sir, I do not; I never kept a record of it; there is a good many feet, I know.

Q.—Have you ever heard there was seventeen miles of pipe in this building?

A.—I have heard there was forty miles in it; I have heard men say: "There is that Capitol building; there is forty miles of gas pipe in that building." I expect there are several miles in it.

Q.—Did you furnish the chandeliers?

A.—Yes, sir,

Q.—From your own store?

A.—From my own store, certainly.

Q.—They were not manufactured here?

A.—I did not keep a manufactory; I had to purchase them the same as other parties in the State; I purchased them from eastern manufacturers.

Q.—You had them shipped from the east?

A.—Yes, sir; the patterns were selected by the Board of Capitol Commissioners, and the price agreed upon; the fixtures were delivered and the money received for them, and everything was satisfactory; I never had a complaint about anything from the Board of Capitol Commissioners.

Q.—Did you furnish the radiators?

A.—Yes, sir.

Q.—How did you furnish those; by the pound?

A.—I furnished them by the piece.

Q.—I see they are different in size.

A.—Yes, sir.

Q.—How many different sizes are there?

A.—Three sizes.

Q.—What did you charge the State?

A.—I disremember now; I could get the bill; I suppose you have the bills there and can tell; I disremember, though; I think the large ones were—

Q.—[Interrupting.] You do not remember?

A.—I don't remember the exact amount that I did charge for those; but I know I wanted to import them, and I found I could make them here and make a little more than the freight on them; they are very heavy—some of them weighing fifteen hundred pounds—I remember that; I found that I could make them here.

Mr. Baird—Have them cast?

A.—Have them cast, fit them up, etc. I found I could do it better than import them, and I did so. I made an agreement with the Commissioners as to the price of them, and they were satisfied.

Q.—You agreed on prices?

A.—Of the general material. Any kind of material, except little things we could not tell we would want from day to day, was agreed on as to price before it was bought or delivered.

Mr. Pardee—Do you know the aggregate cost of the radiators in this building? What did they all cost in toto?

A.—The heaters? Something like fifteen thousand dollars. Something like that, I think. I forget now. You can tell by the bill.

Q.—Nineteen thousand five hundred and fifteen dollars?

A.—Was that all for heaters?



Q.—Yes, sir.

A.—Was there not some other material besides?

Q.—No, sir.

*Mr. Baird*—How many are there?

A.—There are seventy, I think. I forget now how many there are. Something like seventy, I think. Is that the bill, Dr. Pardee, or is it the monthly statement that you have there?

*Mr. Pardee*—It is the bill for the aggregate cost.

The Clerk of the Committee read the items of the bill; aggregating nineteen thousand five hundred and fifteen dollars and seventy-two cents.

*Witness*—Deduct twenty two per cent from that, and then you will get it in gold coin.

*Mr. Delaney*—Where did you have those radiators made?

A.—Oh, I had them made here in Sacramento.

Q.—Will you tell where you had them made?

A.—Most certainly I will. Horace Adams did the casting.

Q.—How did he do it? By contract?

A.—By contract.

Q.—What did he charge you?

A.—What did he charge me? I don't remember what he did charge, now.

Q.—Do you know what he charged you apiece for the oval radiators?

A.—I don't remember now what he did charge.

Q.—Do you know what he charged you for the thirty-inch radiators?

A.—No, sir; I do not. I forget. Mr. Adams is here in town, and you can have him up here, and he will tell you exactly himself.

Q.—Did you furnish those to the State, adding the twenty-two per cent only, for the same price that they cost you?

A.—Most certainly not; I did not do business in that way. I made a proposition to the Commissioners themselves about the heaters; to furnish them for so much. I knew what I could get them for from the east and lay them down here—the same kind—and I made a proposition to the Board at the figures I could get them at the east and land them here; and then I furnished them from here and made money by doing it.

Q.—Will you tell us how much money you made?

A.—You can see Mr. Adams and get his figures, and then tell.

Q.—You say you made an arrangement with the Board of Commissioners to furnish these radiators for a given sum of money?

A.—A piece.

Q.—How much was that sum?

A.—The figures are there; I disremember now. That is the bill [pointing.]

*Mr. Baird*—You made out the bill according to these figures?

A.—[After reading the bill]—Yes, sir. They accepted it, approved it, and paid the money.

Q.—When did you make this agreement with the Board of Commissioners to furnish these radiators?

A.—I disremember what month it was.

Q.—Did you have a written agreement with them?

A.—Certainly not.

Q.—With which one of the Commissioners did you make this agreement?

A.—Dr. Nichols and Governor Haight. It was made in the Archi-

tect's office. They asked me about the heaters. I showed them a drawing, and showed them figures that I could furnish them for.

Q.—You said something about the eastern cost of these. Was the figure you offered to furnish them for the figure you could furnish them for by procuring them in the east?

A.—Yes, sir. By procuring them in the east I could furnish them at that figure and not make a cent on them.

Q.—You say there was no written agreement?

A.—No, sir, I don't think there was.

Q.—Simply a verbal agreement?

A.—A verbal agreement.

Q.—Made in the Architect's office?

A.—Yes, sir. They were satisfied with them.

Q.—Don't you know that you paid eleven thousand seven hundred and seventy dollars for those radiators? Do you know that that was the price?

A.—I don't remember; my partner paid the bill; I don't remember the amount now; I know it was somewhere in that neighborhood, anyhow.

Q.—Twenty-two per cent off the bill would leave it fifteen thousand two hundred dollars. How did you get that figure from the east?

A.—Why, how did I get any figure from the east? I wrote for it.

Q.—I ask you how you got this figure?

A.—How I got that figure? Why, I got the price list.

Q.—Whose price list was it?

A.—Several of them. There was Walworth & Co.'s price list that I had, and a firm in New York; I forget the name of the firm now.

*Mr. Delaney*—The books of Mr. Adams show that the radiators cost eleven thousand seven hundred and seventy dollars. The bill presented by Mr. Hobson is for nineteen thousand five hundred and fifteen dollars and seventy-two cents.

*Witness*—That is a business transaction.

*Mr. Delaney*—You say you did not furnish the material when you first went to work here as a superintendent of the plumbers and gasfitters?

A.—Not all of it; there were other parties who furnished some of the material.

Q.—Do you remember when you furnished the first of the material?

A.—No, sir; I do not.

Q.—Do you remember when you presented your first bill for material?

A.—No, sir; I do not. I suppose there is a record of it in the books.

Q.—Why did you not purchase material in the first part when you first commenced on the building?

A.—The Architect, Mr. Cummings, had a favorite in San Francisco—Mr. Selby—and he wanted he should furnish some pipe. And Selby furnished the pipe; some of it.

Q.—With whom did you afterwards make this agreement to furnish material?

A.—With the Commissioners.

Q.—Do you mean with a majority of the Commissioners, or with all of them?

A.—Well, I don't remember whether there was a majority of them or not. I know they told the Architect he could order from us if he could get it as reasonable as anywhere else; and I think we kept even with the rates. Of course I sold my material at a profit, the same as any man in business would do.

Q.—How were you hired? What were you hired as—Superintendent or foreman?

A.—Superintendent.

Q.—And you have been paid as such up to the last payment made you?

A.—Yes, sir.

Q.—You say you afterwards made an arrangement with the Commissioners by which you were to furnish material for plumbing and gasfitting?

A.—There was no arrangement made about it; they just bought material of me the same as they bought it of Mott, Huntington & Hopkins, Carolan, and Whittier & Fuller. All the men in business here—men that had material to sell—sold material to this building. Men who had sand lots out here, sold sand.

*Mr. Baird*—You say you had no written contract with the Commissioners to furnish these radiators?

A.—They asked me what I would furnish them for. I told them I would furnish them in good order and put them up for such a figure.

Q.—And they audited your bill?

A.—Yes, sir.

*Mr. Bockius*—Did they advertise?

A.—No, sir; there was a great deal of material furnished here that was not advertised for; Huntington & Hopkins used to furnish an enormous amount of material, also Carolan, and Whittier; all those men furnished material the same as I did.

*Mr. Baird*—There was no contract with any of them?

A.—Why, no, sir.

*Mr. Delaney*—Did Cummings ever ask you to furnish material?

A.—He gave me orders for material.

Q.—I have been examining the books; the first bill I find that Middleton & Hobson presented is dated on the first of September, eighteen hundred and sixty-nine, for four thousand dollars. Who directed you to furnish that material?

A.—Well, that was furnished for several months, I guess; Cummings used to give me orders for it; I kept a store in San Francisco and had material to sell, and of course I was anxious to sell it.

*Mr. Baird*—You say they did advertise for some of the material?

A.—They advertised once to my knowledge; and that was for copper.

Q.—What was the copper used for?

A.—Roofing; I do not think that was advertised for either, I think there was an arrangement made by the Commissioners with Selby to furnish that copper; that was the first we knew anything about this job at all; we never thought of it until Dr. Nichols and the Governor came to the store one day and asked us if we understood putting on roofing, or if we knew anything about roofing, and the different materials for roofing. We asked them what kind of a building it was going on; they told us it was the State Capitol building. They told us they had been recommended by the architect and by Selby to put on lead. We showed them samples of lead that had been on the roof; showed them where it buckled and broke; we told them that copper would be the best material to put it on with. They asked us if we could do it, and we told them we were not in the roofing business, but would be willing to take the plumbing work if we could get it, and would give references; it was very shortly after that the Governor called on us again and told us to go to Mr. Cummings and make arrangements with him to do the work.

Q.—Are you in the habit of making arrangements for jobs of this kind, without writings, with private individuals?

A.—Oh, yes, sir. They could come in and ask me to do a job, and I did it the same way when I was in business. I did the California Theatre the same way; fitted that up the same way just before I came up here. I made my arrangements to furnish the tools and men at so much a gang; but, as to furnishing the material, if they wanted to buy it of us they could, or if they wanted to buy it of anybody else they could. Our business is generally labor. A man can stock a little shop with very little money and no material. A man can buy his material where he likes. But all the plumbing shops keep gangs of men steady, employ and hire them at so much a day for a man and so much for a man to help him—generally eight dollars a day for gasfitters and nine dollars for plumbers, and for furnishing the tools.

*Mr. Delaney*—Do you know the value of the material you furnished up to the time the work was closed on the nineteenth of January, eighteen hundred and seventy?

A.—No, sir; I never kept the books myself; I am no bookkeeper; I am a mechanic. My partner has always kept the books, and I never bothered with it.

Q.—Did you ever furnish itemized bills?

A.—The bills were always itemized, and delivered when the material was delivered.

Q.—During what part of the year eighteen hundred and sixty-nine did you furnish the most material—during what months?

A.—Oh, I could not remember now.

Q.—Do you remember presenting and receiving pay on a bill for six thousand three hundred and thirty-one dollars and fifty cents, in the month of October, eighteen hundred and sixty-nine?

A.—Well, I don't remember. I suppose I received it, if it is on record in the books there. That is better than my memory. I could not remember.

Q.—Do you remember anything about a bill of fifteen thousand dollars, that was presented on the fourth day of December, eighteen hundred and sixty-nine?

A.—I guess that must have been for gas fixtures.

Q.—No matter what it might be, whether plumbing or gasfitting?

A.—I don't know when it was furnished. I know there was a large bill furnished for gas fixtures through the building.

Q.—Among any of the large bills do you remember one for fifteen thousand dollars?

A.—I do not remember.

Q.—Or one for twenty thousand dollars?

A.—There is no need to ask me again; I do not remember; I told you I did not keep the books; if I did my memory would be fresher. There is a record of these bills, I think, on the books of the State Capitol Commissioners, and that is better than my memory, any way.

Q.—I find a bill audited to your account entered in this book as of the fourth day of December, for fifteen thousand dollars. That bill was presented for fifteen thousand dollars on account, for materials—furnishing gas fixtures?

A.—Oh, I remember about that now. That was about the time that Cummings wanted to make his report. I remember about that. He wanted to make his report, he told me, appear as small as possible, and he would not allow the full amount of the bill, but allowed on account.

I do not remember how much he did allow on account. But I remember the incident now very well, you remind me of it; being allowed on gas fixtures or something of the kind. It was the gas fixtures, I think. He did not want his report to appear too large, going to the Legislature, and he told me he would not allow all of the bill. In fact, he wanted to put us off with two thousand dollars.

Q.—Do you remember how much the bill was for?

A.—I do not remember now how much the bill was for.

Mr. Baird—You were to put in the balance of the bill the next time?

A.—Yes, sir. After the report was made.

Q.—After the Legislature adjourned?

A.—Yes, sir. I know I was compelled to go to the Commissioners and lay the case before them before he would allow the bill.

Mr. Delaney—You quit work in January, on the nineteenth. You closed your work then. Had you at that time, the fourth of December, furnished nearly all of the material that you did furnish up to the nineteenth of January?

A.—How is that?

Q.—Was your work pretty nearly done at that time—the fourth of December?

A.—No, sir. It was not pretty nearly done, by any means. What fourth of December was that?

Q.—Eighteen hundred and sixty-nine; you quit on the nineteenth of the January following, altogether?

A.—Oh, no; the work was not nearly done, by any means; there was lots of work to do.

Q.—On the fourth of December?

A.—Yes, sir.

Q.—When did you furnish the chandeliers; during what month?

A.—That was shortly after the Legislature met.

Q.—When did the Legislature meet?

A.—I suppose in eighteen hundred and sixty-nine.

Q.—Do you know what month?

A.—It generally meets the first Monday in December, I guess.

Q.—It met on the very day you presented that bill; I think you presented that bill the fourth of December, and the Legislature met the first Monday; do you recollect presenting a bill for fifteen thousand nine hundred and one dollars the next month, for the month of January?

A.—That is, two bills of fifteen thousand dollars?

Q.—Yes, sir.

A.—I don't remember about that; you have a record there, and I guess it is correct, but I don't know about it; I cannot remember about those things so long back, exactly; if I was a bookkeeper myself, I might.

Q.—If those two bills were presented, were they correct?

A.—If the bill was presented by me, I will guarantee it was correct.

Q.—If the bill was presented by Middleton & Hobson, was it correct?

A.—Yes, it was correct; there is no doubt about that, if it was presented by us; you can tell by the bills whether they were the same bills or not, if that is what you want to get at.

Q.—I find there is a bill presented on the nineteenth of January, for fifteen thousand nine hundred and one dollars and seventy-five cents,

that goes back into November; the majority of the items were furnished before the time of presenting the first bill for fifteen thousand dollars.

A.—One was a bill for gas fixtures, and the other was a bill for fittings and one thing and another; that is the bill that you have reference to; you can tell by the bills whether they are the same bills or not.

Q.—But we have not any itemized bills for the first fifteen thousand dollars at all; and we cannot find any book which has any items of the materials furnished.

A.—That is not my fault, sure.

Mr. Bockius—In making out a bill it is usual to make it up to a certain time, even if made out for less, as you say, and then all that occurred after that you would put in the next bill.

A.—We presented the bills whenever we wanted money.

Q.—But in making out a bill, if you only wanted a portion of it, you would make out the bill up to a certain period; now, Mr. Delaney says there are some of the items in a second bill, as I understand him, which run back into the time the former bill called for.

A.—I think that could not be; I do not understand how that could be. I will tell you, gentlemen, call the man that was timekeeper here at that date—he is not very far away from here now; he can tell you about this material; he is the man that received it. I mean Henry Cadwalader. He is the man that can tell you all about this material. Every time there was a little bunch of material furnished, there was a bill went with it. Of course it would sometimes run a month, and sometimes three months. I think that was the way it was when Cadwalader was timekeeper. Latterly they made us put in our statements every month regularly; but before that there was no regular time. Cummings did not care; we could put in our bill whenever we wanted money; we were not ordered to put it in at any specified time.

Mr. Bockius [to Mr. Delaney]—Read those items over, Mr. Delaney.

Mr. Delaney—"Middleton & Hobson, on account of the gas fixtures, fifteen thousand dollars."

Witness—I will tell you how that, perhaps, might have happened. This bill of items were items ordered by the Architect. The gas fixtures were ordered by the Commissioners. Now, that made two separate bills. That bill for gas fixtures was delivered to the Board of Capitol Commissioners. They asked me for it themselves, and I delivered it to them. I remember that incident very well. And then it was sent to Mr. Cummings to see whether it was correct or not, and he indorsed it correct. Afterwards I wanted money, and I do not believe the bill was passed at the time it was put in, but he allowed a portion of it anyhow. I think it was on account; some amount on account. I disremember what it was now.

Mr. Delaney—If this was ordered by somebody else, how would the balance be paid?

A.—What balance?

Q.—The balance. If it was allowed on account—fifteen thousand dollars—there was some balance remaining. Did you carry that over into the December bill?

A.—I did not keep the books. I didn't know how they were carried over. I brought the bills here; that is certain.

Q.—Here is a bill dated December twenty-second?

A.—The better way to see if there is anything wrong, if you think there is anything wrong about those bills, is to look at both of those bills and see if there are any of the items charged twice.

Q.—But we have no items here, and we cannot find any book of record?

A.—But there must be a record of it somewhere; if there was not I could not get the money; the Commissioners would not allow any bills in that way, and I am satisfied Cummings would not either, for he was pretty strict about the bills; he can tell you better about that matter perhaps, than I can.

Q.—This bill is dated the twenty-second of December, and was audited the nineteenth of January, for fifteen thousand nine hundred and one dollars and seventy-five cents.

A.—What are those items?

Q.—The first item is for balance of bill rendered, two thousand sixty-eight dollars and fifteen cents; then, November twentieth, three hundred and twenty-four pounds of block tin at sixty cents, two hundred and twelve dollars and forty cents.

A.—I just want to know what the items are of both the bills; there are no gas fixtures on that, are there? The bill is correct, I guess; there is Shore, who is about somewhere, who was Secretary of the Board at that time.

Q.—You don't know anything about those two bills?

A.—I know that that bill is correct; I cannot keep the drift of which bill you wish to know about.

Q.—I wanted to know something about the other bill if I could get it.

A.—Well, it ought to be amongst the balance of them; I suppose it can be found somewhere.

Q.—Who did you make that contract with?

A.—Gordon P. Cummings.

Q.—Did you make a written contract with him?

A.—Yes, I did.

Q.—By whom was it signed?

A.—By Gordon P. Cummings, Architect of the State Capitol, and Middleton & Hobson; I signed the firm name to it.

Q.—Did you ever show that contract to your partner?

A.—Did I? Well, I suppose he must have seen it.

Q.—Did you ever show it to him?

A.—I suppose he saw it just as well as I did.

Q.—Do you know that he ever saw it?

A.—I don't know whether he did or not.

Q.—Where did you leave that contract?

A.—There is one of them in the architect's office.

Q.—At the present time?

A.—That I don't know, I am sure; I did not keep the run of all those papers.

Q.—What were the conditions of that contract?

A.—I stated that before; in the architect's report he says distinctly—that is, plain enough; if you have the books there you can see what he says—"I have made a contract with Messrs. Middleton & Hobson, subject to your approval, at the following rates, to wit:" and now he says he never made a contract.

Q.—Yes; he said he never signed any contract.

A.—Well, now I am positive he did sign a contract.

Q.—When that contract was first made was it for four dollars a day?

A.—No, sir; it was not for four dollars a day; it was for four dollars and forty cents when that contract was given. I will tell you the reason he asked me to sign this contract. He said to me: "Now, how am

I to know, if you are going to furnish these men, but they will strike and want bigger wages, or want shorter hours? We have had a great deal of trouble with men on the building." I told Mr. Cummings: "If you are afraid the men will not work for that money right along, I will sign a contract." There is one thing, my accounts are always found correct by the Board of Capitol Commissioners; always audited and paid. They were vouched for by the timekeeper, vouched for by the architect, found correct by the Board of Commissioners, and at last paid. I never had a complaint. While I was on this building, I never had a complaint about anything, excepting now and then I would get a complaint about a man caught loafing by somebody. Then I discharged him.

Q.—I want to ask you if you drew the warrants of the men from the time that you assumed work, which was in August, eighteen hundred and seventy-one, I think, up to the present time?

A.—Yes, sir; every one of them. I told you I drew every warrant. Sometimes the bills were made out just according, showing that I had a contract. To show that the Commissioners themselves understood that I had a contract, they sometimes allowed me the whole amount—so many days' labor for the whole gang.

Mr. Bockius—Did you ever put in any bills for men you did not have to work for you?

A.—No, sir; never.

Mr. Delaney—Did you have a power of attorney to draw David Corcoran's warrant?

A.—Yes; I had a power of attorney.

Q.—Signed by David Corcoran?

A.—Certainly I had. How could I draw the money otherwise? There is one thing certain, I have acknowledged I have received all those warrants. The Board of Commissioners knew I was receiving those warrants, and were satisfied with it. I drew them. If there is anything, any difficulty, between me and the men, I am here to meet the men at any time and settle it. I think possibly I may be wrong in some cases; but I think this is no place to settle difficulties between men—me and my men. I came here to answer questions in relation to the charges that were made against me by Mr. Delaney. I am willing to answer all those questions. If there is any personal charge, I am here ready to meet it.

Mr. Delaney—I desire to make this statement: that the law of eighteen hundred and sixty-three required that all the workmen shall be paid by warrants drawn to them for the amount; that they are the proper parties to receive them, but that they have not done so in this instance. I propose to prove by several, without wishing to cast any reflection on the witness, that he is not making a correct statement. There are many facts testified to by the witness that I think, after a careful examination for the last six months, are not true. If I can show in this particular that he has told an absolute untruth, the committee will place the proper weight on the balance of his testimony. The Commissioners, I admit, are as much to blame as Mr. Hobson; in fact, more so, in my opinion.

Q.—I would like to ask the witness if he drew David Corcoran's warrants for the months of April, May, and June?

A.—I drew David Corcoran's warrant and every other man's warrant.

Q.—Did you have a power of attorney?

A.—Did I have a power of attorney!

Q.—Executed by Corcoran?



A.—Yes, sir; exected by Corcoran in my store. My partner is a witness to that.

Q.—I want to ask you if the rate of wages you gave to the Board of Commissioners last October was correct?

A.—Now, I will explain all about that to you—about the change of this rate. The Board of Commissioners, at the suggestion of Mr. Watt, thought that it would be better, instead of paying this four dollars and forty cents a day all around—that it would look better to have me rate the wages.

*Mr. Delaney*—I have asked the witness a question that can be answered directly, Mr. Chairman. It is a fair question, but he is going off to make explanations which have a tendency to mislead the committee. I will make this statement: that in the month of October the Commissioners passed a resolution at the suggestion of Mr. Watt—I get this knowledge from information outside—requesting that the wages be rated. Hobson and Kehoe, during the months of August and September, presented the men's time in bulk, and the bills were audited and paid, which was a direct violation of law, so plain that Mr. Watt in October refused to draw warrants any more on such bills. The Board of Commissioners then passed a resolution that the arrangement between Hobson and Kehoe be broken up, and that the warrants be drawn to the men as the law required; and further, that Bennett, the Architect, should ascertain the exact amount paid to each individual in those two men's gangs or departments, and report it to the Board; and that hereafter, in auditing those men's bills, the discount would be allowed. Now, I claim this: that they reported incorrectly; that they did not give a true account of the wages paid to their men—to each man in their departments.

*Mr. Pardee*—What is your question?

*Mr. Delaney*—If the return he made was a true one; the return which he made to the Commissioners or to Mr. Bennett?

*Mr. Pardee*—The witness will answer the question.

*Witness*—How do you mean a true one?

*Mr. Delaney*—If you gave or reported to them the exact rates that you were paying those men?

A.—I never was asked that question. I never was asked to make out any such rates. I was told to rate my men and hand it in; to rate the wages. I never understood any such resolution was passed; never was told so.

*Mr. Baird*—What do you mean by rating them?

A.—To some one price and to some another. To make it appear better before the public, because there was complaint. That is what I understood.

*Mr. Delaney*—Did the Commissioners tell you so?

A.—Yes, sir.

Q.—Who?

A.—Dr. Nichols and Mr. Watt told me to put in the men rated helpers at less wages, and mechanics a little more, to make it up. I made out my account that way and put it in. At those rates it did not amount to as much as the four dollars and forty cents on the whole, and they allowed it to me.

*Mr. Pardee*—Allowed you the difference?

A.—Yes, sir. They never asked me whether I was giving in a correct statement or not. They told me to rate the wages. And I rated them and gave them in.

*Mr. Delaney.*—This is the resolution I refer to:

“*Resolved*, That the arrangement with Kehoe, and Hobson & Ayres, be discontinued from and after September twenty-sixth, and that the order for warrants in their departments be drawn for men employed at such rates of wages as they are actually paid, added thereto such percentage as will make the wages in warrants equal to cash. That the Superintendent, Mr. Bennett, be directed to proceed to procure and furnish this Board a statement of the rates actually paid the men by Kehoe and Messrs. Hobson & Ayres, and be instructed to discharge any of the men in any of the departments which loiter or are unfaithful in their work, and that he be requested to expedite the work as much as possible.”

*Witness*—Now, gentlemen, I am here testifying under oath. And I never knew there was any such resolution as that passed, and never was told of it.

*Mr. Delaney*—Were you asked by the architect to furnish him a list of the prices of your men?

A.—He asked me the same as Mr. Watt told me. I believe this resolution must have come from Mr. Watt, the way it is worded; because Mr. Watt told me this: “Hobson, to do away with this trouble”—

Q.—[Interrupting.] To do away with what trouble?

A.—To do away with this talk which was created by yourself: “To do away with this trouble, you take and make out a list of the wages; put it up in that way, and it will look better.”

*Mr. Baird*—Charge some men less?

A.—Yes, sir; charge some men less, and some more; Mr. Bennett asked me to make out a rated list, that it looked better. About this resolution, I never knew before; but it must have been, because of Mr. Watt's speaking about that.

*Mr. Pardee*—This resolution then was passed in accordance with the agreement between you and Mr. Watt?

A.—I suppose so, because I never heard of it before; I told you that before you read it out; I never understood the men were to be taken out of my charge—I never understood that—and never was told that.

Q.—Were they ever taken from your charge?

A.—No, sir; never until I gave up control at the end of the job; I never understood it that way.

*Mr. Delaney*—Did you understand that the object of this was to get at the rate—to arrive at the rate of wages paid?

A.—No, sir.

Q.—It was not for that purpose; it was simply to stop talk?

A.—That is what I understood; I am telling you the truth; that is the way I understood it.

Q.—Did Watt tell you so?

A.—Why, certainly he did; there was a good deal of talk made about it without cause.

Q.—Do you admit that the rate is not the true rate paid to the men; the rate as given here is not the rate that you actually paid out?

A.—The rate that I received from the State?

Q.—The rate that you gave in the month of October?

A.—I answered before that I paid the men all rates; there are some men down there that may be down for five dollars, but I did not give

them five dollars; I hired them the same as before; I did not raise the wages any.

Q.—Did the Board of Commissioners understand that fact; were they aware of it?

A.—Why, certainly they were; they allowed the bills; Dr. Nichols knew that I received the warrants.

*Mr. Baird*—Was he one of the Board?

A.—Yes, sir.

Q.—He told you to make that out?

A.—Certainly; he told me first: said he, "Hobson, I guess we have settled this thing now; you just make out a rated list of your men's wages—make out a rated list—putting helpers down below four dollars and forty cents, and add on to the mechanics; fix them up so that it won't appear so bad."

Q.—But he didn't give you instructions to pay your men differently?

A.—No, sir.

Q.—And you didn't pay them differently?

A.—No, sir.

*Mr. Pardee*—Mr. Watt, at that time, was one of the Directors, was he not?

A.—No, sir, he was not; he never was on the Board of Commissioners.

*Mr. Delaney*—There is at least thirty-five thousand dollars that has been ordered paid to certain workmen, and their names on file in the office with the amount, which money never has been paid to them, nor are there proper receipts for those warrants.

*Witness*—Are there any of those men here? You might as well take Charley Eisen over here, the man that got powers of attorney from three quarters of the men on the building, and try him for doing wrong as to try me for taking those warrants.

*Mr. Baird*—You are not on trial at all.

*Witness*—But it seems to me the effort of Mr. Delaney is to make some great wrong out of this.

*Mr. Bockius*—Not at all; you are here as a witness and entitled to protection, and shall receive it.

*Witness*—But Mr. Delaney has accused me of telling a falsehood, which I think is very wrong; I do not like it; I am a citizen and I come here to testify to the truth.

*Mr. Pardee*—The committee has consented to allow Mr. Delaney to ask these questions, as he has been hunting up this testimony while the committee, individually and collectively, have had no time to do it; that is the reason Mr. Delaney has been propounding these questions to you; it is just as though the committee had taken the time to do it, as he has done; and the committee expect you to answer him as directly as though the interrogatories were propounded by the committee themselves. We have already spent four or five nights in this investigation and wish to get through with it at our earliest convenience; we are instructed by a resolution of the Assembly to prosecute this examination; when questions are asked you so that you can answer them directly, I hope you will do so, and be as brief as possible.

*Mr. Delaney*—I would like to ask you about this electric apparatus; what arrangements you had with the Board to furnish that—I suppose you will admit that you furnished it?

A.—Yes, sir; I furnished it.

Q.—Did you have a contract?

*Mr. Pardee*—Just go on and make a statement about it.

A.—I will tell you about the electric apparatus; I can tell it quicker than if bothered by questions; I proposed to furnish the electric apparatus and put it in working order for so much.

*Mr. Baird*—So much money?

A.—Yes, sir.

*Mr. Delaney*—How much was that amount?

A.—I think it was three thousand four hundred dollars, or something of that kind, with the percentage added; I forget now, I cannot remember all these items; if I kept my own books, or was a bookkeeper, I could perhaps remember these items better.

*Mr. Pardee*—It is not to be wondered at at all that you do not remember distinctly so many things.

*Mr. Delaney*—Did you furnish the batteries? There were one hundred batteries furnished.

A.—I agreed to furnish the electric apparatus and put it in working order; there was no bill of items, no seventy-five batteries, or fifty batteries, or one hundred batteries. I was to put up that in working operation; if it took fifty batteries to light that dome I would have to put them in.

Q.—Did you furnish one hundred batteries and receive fifteen dollars apiece?

A.—No, sir.

Q.—The record shows you furnished one hundred batteries at fifteen dollars apiece.

*Mr. Bockius*—What do you mean, Mr. Delaney?

*Mr. Delaney*—One hundred galvanic batteries. There are ninety-four used for lighting the dome. Isn't that it? [To the witness.]

*Witness*—Yes, sir.

*Mr. Bockius*—Ninety-four glass cups?

*Mr. Delaney*—Ninety-four glass cups with fixings in, furnished for one thousand five hundred dollars.

*Witness*—I never made any such bill, I think. If I remember right, I think by referring to the books you will find there a proposition made by me, which was written—I signed it in the office, too—to furnish the apparatus and put it in complete working order.

*Mr. Bockius*—Was it necessary to have so many batteries? Could not you have one or two powerful enough?

A.—No, sir; it requires an immense current to heat the wire.

*Mr. Caldwell*—To set the gas afire?

A.—Yes, sir; I think the string is ten burners. We have to heat all that string of platina wire to white heat, and then the gas lights.

*Mr. Delaney*—Did you charge one hundred batteries to the State?

A.—I do not think I ever did. I do not think I ever made out a bill of items for those batteries. I put up all the apparatus there is to be seen. There are some of the batteries came broken.

*Mr. Bockius*—You do not understand the business of scientific apparatus making, do you?

A.—Yes, sir, I do; I have studied several branches of business.

Q.—Can you make a galvanic battery?

A.—Yes, sir, I can make one.

*Mr. Pardee*—Did you, from the time you have been identified with this building, directly or indirectly, pay any person any money, or make them any presents, for the securing of contracts, or for the furnishing of material in or about this building?

A.—I say under oath, positively, that I never did—never since I have

been on this building; and I never was approached by anybody on this building for anything of the kind.

Q.—Nobody ever received a percentage of the profits from you?

A.—No, sir; never, never.

*Mr. Delaney*—I want to ask with reference to this stand of lights; I want to ask you the cost of those lights; what they cost you?

A.—I don't remember now what they did cost.

Q.—Can you tell pretty near?

Q.—I don't remember what they cost exactly.

Q.—Where did you get them?

A.—I got them in New York.

Q.—Will you tell where you purchased the material, all the material that you furnished, either for plumbing or gasfitting, from the time that you commenced furnishing up to the time that you were discharged, on the nineteenth of January, eighteen hundred and seventy?

A.—Well, that is an awful thing. I could not tell that; I could not remember all the places I have bought material from.

*Mr. Pardee*—Wherever you did buy, were you instructed by the Directors?

A.—To buy there?

Q.—To buy at any one particular place?

A.—No, sir. I generally kept a pretty good stock of goods myself in the store. I got a written order from the architect.

*Mr. Delaney*—I think that fifteen thousand dollar bill has been paid twice. The only way to get at it is to find out where this material was purchased.

*Mr. Baird*—If there is anything of that kind, it should be shown from the books and not by asking the witness.

*Mr. Delaney*—But the witness has destroyed his books, and the books on file do not show anything about the bill.

*Witness*—Will the Chairman permit me to examine that bill? Perhaps I can then tell. I did not keep my own books, as I have stated already. I was a mechanic.

[*Mr. Delaney* handed the bill to the witness, who examined it.]

*Witness*—Was there another bill, but not at any time near this date?

*Mr. Delaney*—The last bill before that was in October. I have the October bill here. [Hands it to the witness.]

*Witness*—[After examining.]—Oh, no! that bill never was paid twice. Nor any other bill.

*Mr. Delaney*—Where did you purchase the material that is entered there?

A.—I purchased some of it from different parties in San Francisco.

Q.—Will you give the names?

A.—Oh, yes, some of them that I can remember. I bought some of it from *Mr. Day*; some of it from every house in town.

*Mr. Pardee*—*Mr. Pryor*?

A.—No, sir, I never bought any goods of *Pryor*. He and I didn't hitch together very well.

*Mr. Delaney*—Did you buy any from *Selby*?

A.—Yes, sir, I bought goods of *Selby*; I bought goods of all those hardware houses—*Conroy & O'Connor*, and others. [Laughing.] It may be well enough to take some of those bills and see whether I charged a reasonable profit or not.

Q.—About what percentage did you calculate to charge on these bills?

A.—Well, I never calculated the percentage; I calculated to charge retail prices, the same as when fitting up a house for an individual.

Q.—You charged retail prices, then, for what goods you furnished—what material you furnished?

A.—Yes, sir.

Q.—Do you consider a profit of four thousand dollars, on a bill of eleven thousand dollars, a reasonable profit?

A.—Yes, sir, if I can get it; if any man will let me make four thousand dollars out of him, I will make it, and I believe any of these gentlemen will do the same.

*Mr. Bockius*—Did you make that profit out of any of these bills?

A.—No, sir; I do not think I did.

Q.—As near as you can remember?

A.—No, sir; but I will make all the profit I can, anyhow, gentlemen; if a man does not wish to buy my goods, he need not buy them. There is the balance [showing] that was due on the previous bill to that; that is the bill I told you Mr. Cummings did not want to allow me the whole of, because he wanted to make his report.

*Mr. Baird*—To make as good a showing as possible?

A.—Yes, sir; those are the very words he gave me himself when I asked him; I wanted money badly myself, and had to go to the Commissioners.

Q.—He cut off two thousand dollars?

A.—Yes, sir.

*Mr. Delaney*—Is it not reasonable to suppose that an itemized bill for fifteen thousand dollars was presented by you, and then that you presented the whole bill over again, from this record. Is not this bill for six thousand dollars partly included with the other?

A.—That was paid before; that was paid in October; there was a balance on it; that is the bill the balance was allowed on.

Q.—No; the balance of one thousand nine hundred dollars you drew on the six thousand dollars; here is your account; the first bill you presented was September first; you drew four thousand dollars on account.

A.—What was the amount of that bill?

Q.—September twenty-seventh, balance of bill on account of gas fixtures, one thousand nine hundred and twenty-six dollars and eighty-four cents; those bills were ordered paid in September; the balance was ordered paid the twenty-seventh day of September; then October fourth, you presented another bill for gas fixtures for six thousand three hundred and thirty-one dollars and thirty-two cents, which was paid; in the month of December, you presented a bill upon which fifteen thousand dollars was allowed on account; then on January nineteenth, eighteen hundred and seventy, you presented a bill for fifteen thousand nine hundred and one dollars and seventy-five cents, which is the bill you have there.

A.—Those bills must be all there.

Q.—Then following that again, in March was another bill, making a total of forty-five thousand five hundred and eighty-one dollars and eighty-one cents, in six months.

*Witness*—I will read this bill over, perhaps this other bill was for gas fixtures. [Reads.] That bill is before this, that you say is missing?

Q.—Yes; the bill was audited on the fourth of December.

A.—Now, I see where that bill comes in; it was for gas fixtures.

*Mr. Baird*—That are not in this?

A.—That are not in this; here are all the gas fixtures that are in this bill. [The witness reads.]

*Mr. Delaney*—Can you tell me what the profits were on the material and fitting in September, October, November, and December?

A.—Oh, we made about eight thousand dollars; we did a great deal of work.

Q.—You made eight thousand dollars apiece?

A.—Oh, no, we did not; about four thousand dollars apiece.

Q.—Do you swear that you did not divide more than eight thousand dollars as profits between you?

A.—Yes, I will swear to it; and I think that is outside of the committee, too.

The committee then adjourned.

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WEDNESDAY EVENING, March 20th, 1872.

### TESTIMONY OF L. H. GARRIGUES.

*Mr. Delaney*—I want to prove by Mr. Garrigues the cost of the work in various departments as shown by the time; Mr. Garrigues has footed it up.

*Witness*—I can make a statement, perhaps, which will be sufficient; that will save asking questions, and come to the point quicker than in any other way.

*Mr. Pardee*—Go on.

*Witness*—A few days ago Mr. Delaney came to me and wanted to know if I would look over the payroll, or the State Capitol books; I told him that I would do so; he told me what he wanted me to look at, different items. The first I began with was the stonecutting; the first was to find out the amount which had been expended in eighteen hundred and seventy-one for stonecutting; then for plastering; then for painting; then for frescoing; then for rigging; then for masonry. I looked over each of these items, and from the payroll—from the book which he gave me—I made the following figures: for Mr. McGuire's blacksmithing done on the ribs of the dome, four thousand nine hundred and thirty-two dollars and twenty-five cents; this work was carried on under McGuire.

*Mr. Delaney*—Is that work done on the frame of the dome or on the ribs of the dome?

A.—On the ribs of the dome. The crew that worked under McGuire on this work, received wages amounting to four thousand nine hundred and thirty-two dollars and twenty-five cents, that is for blacksmithing simply on the ribs of the dome; then the amount of stonecutting done during eighteen hundred and seventy-one amounted to forty-five thousand nine hundred and six dollars and four cents; the plastering done amounted to thirty-seven thousand six hundred and eighty-five dollars and twenty-one cents; the painting done amounted to thirty-seven thousand two hundred and seventy-seven dollars and sixty cents; the frescoing eight thousand three hundred and eighty-two dollars and twenty cents; the rigging amounted to sixteen thousand five hundred and forty-eight dollars and forty-five cents; the amount of masonry done, begun Novem-

ber, eighteen hundred and seventy, and extending to December, eighteen hundred and seventy-one, amounted to nine hundred and forty-seven dollars and four cents; that is work done by the brick masons.

Q.—Brickwork?

A.—Yes, sir; altogether it aggregates one hundred and eighty-two thousand six hundred and seventy-eight dollars and eighty-five cents; that is all I know; that is what I got out of the book; if that book is right then this is right.

*Mr. Delaney*—I will state that Mr. Beverage has identified this book before the committee as the timebook.

*Witness*—There were several other crews engaged in various works about the building; there were stairbuilders and carpenters which are not here; and blacksmiths, and roofers; these are simply the statements of the amounts set down there.

Q.—Did not you see Kehoe's account?

A.—No, sir.

### TESTIMONY OF CHARLES GILLESPIE.

*Mr. Delaney*—I propose to prove by this witness that after men were discharged from the job in December, brushes, etc., were given to them which belonged to the State. I would like to have the witness make a statement of matters and things in general which he knows on this point.

*Witness*—I could not swear to it. Only what men told me that they got brushes from there. They had brushes in their hands; and I asked one where he got them? He said he was going to take them home. I asked him where he got them? He said Jones gave them to him. I made the remark that that was a nice thing. He said that Jones was giving away all the State brushes.

*Mr. Spencer*—Who was the person with whom you had this conversation?

A.—Mr. Powell.

Q.—Were you employed as a painter yourself on the building?

A.—Yes, sir; I was. The latter part of the work I worked under the stair builder; varnishing.

Q.—During what time were you employed; or when did you quit?

A.—I believe I quit on the third of December.

Q.—Last?

A.—Yes, sir.

Q.—And were employed during what time?

A.—About fourteen months.

Q.—Under whom were you working?

A.—I was working under Mr. Jones for about nine or ten months. Then from the painter's gang I was transferred to the varnisher's gang.

Q.—Was any material or brushes given you?

A.—No, sir. I did not ask for any.

*Mr. Delaney*—Did Mr. Powell say to you that Mr. Jones was giving the men the last set of brushes that there was—which they had used?

A.—Yes, sir.

Q.—Do you know how many falls there were about the building? Do you know about that—tackles for hoisting material?



A.—I think there were three or four. I think there were three tackles, or three pair.

*Mr. Spencer.*—Were they taken away also?

A.—I did not see them.

*Mr. Delaney.*—Were these long enough to reach from the ground to the top of the building?

A.—Yes, sir. They reached to about the cornices.

Q.—Were you ever told by any one that paints and other material had been carried away from the building?

A.—Yes, sir.

Q.—Who told you so?

A.—Mr. J. J. Carroll and Walter B. Ferrall.

Q.—Did you ever hear any one say that he did not get the amount of wages that was drawn from the State for him?

A.—I heard of one instance, about two years ago.

Q.—State the instance?

A.—A young man by the name of Schneider came to work on the building. His time was sent in, I believe, for four days. He received two dollars and fifty cents.

Q.—Who received the balance?

A.—I suppose Mr. Jones did.

Q.—Did you know of any one ever paying Mr. Jones or any one else in the painters' department for a job?

A.—No, sir, I did not.

Q.—Have you ever heard of such a transaction?

A.—Well, I heard once in regard to such a thing. A man came and offered me forty dollars if I would get him a job on the building. I told him I did not think I could. Shortly afterwards he was put to work under Mr. Jones.

Q.—What proportion of the men in the painters' department were mechanics?

*The Witness.*—Practical painters?

Q.—Yes, sir.

A.—A little over one half, I guess; about half.

Q.—Do you know of the names of any one being placed on the list who did not work?

A.—No, sir, I do not know.

Q.—Or time being allowed to men when they did not work?

A.—Well, I was allowed one or two days myself when I did not work.

Q.—What were the circumstances connected with that transaction?

A.—They sent us down town to do a little work on the outside.

Q.—For whom, or who sent you?

A.—Mr. Jones.

Q.—Were you paid for that time from the State Capitol Fund?

A.—Yes, sir.

*Mr. Spencer.*—What work did you perform?

A.—I was Sergeant-at-Arms at the Young Men's Democratic Club up here, and I went down town two or three times to fit up the hall, to clean it up, and to do one thing and another.

Q.—And your time went on the same?

A.—Yes, sir. It did not go on all the time, but I quit one or two days.

Q.—One or two days were allowed you?

A.—Yes, sir; that was all I received.

Q.—Were you sent alone, or were others sent with you?

A.—Not alone.

Q.—How many were with you?

A.—One more, I believe.

Q.—What is his name?

A.—Mr. O'Meara.

*Mr. Delaney*—Do you know anything about the painting of banners in this building or on the Capitol grounds during last August and September?

A.—I saw a few painted.

Q.—Where were they painted?

A.—In the paint shop.

Q.—In the building?

A.—In the paint shop.

Q.—Do you know under whose direction they were painted?

A.—I do not know under whose direction they were painted; there were so many of them around ordering, I could not tell. Some of them might have been painted under my direction.

*Mr. Spencer*—What were your wages per day?

A.—Four dollars and forty cents in scrip.

Q.—Did you get your warrants for the full amount?

A.—Yes, sir, or in the last warrant; not for the full amount on the last warrant; not all that I was entitled to.

Q.—How much rebate did you suffer?

A.—A dollar and three quarters—something like that.

Q.—How happened that rebate?

A.—Well, we worked overtime here nights, and we were allowed two hours for one. Mr. Jones was not here himself for a couple of nights, and we worked until eleven o'clock, and twelve some nights, and he did not allow me for a day and something over. I asked him about it; he said he would fix it all right on that book, and I suppose he did fix it, some way or another, to suit himself. He allowed us a little more than was on the book at the time he spoke to me, but not the full time which we were entitled to, and he did not rectify it on his books.

Q.—Was the warrant drawn for the full amount?

A.—No, sir; it was only drawn for nine and one fourth days.

Q.—Do you know anything about a large banner being painted here in the building?

*Witness*—A transparency?

*Mr. Delaney*—That long caricature of the tariff that was strung across K street.

A.—No, sir; I did not.

### TESTIMONY OF P. W. BURNETT.

*Mr. Delaney*—Mr. Burnett is at present Foreman on the building—or Superintendent—and will testify that during the months of September and October, and November, Mr. Langdon, who was superintendent of the stair building, was off a large portion of the time, while the books show that he was allowed full time.

*Mr. Spencer*—Well, put your questions.

*Mr. Delaney*—Did you work on the Governor's Mansion?

Answer—Yes, sir.

Question—Did you know Mr. Langdon, superintendent of the stair-building of this building?

A.—Yes, sir.

Q.—How much time during the months of September, and October, and November, was Mr. Langdon employed or engaged on the Governor's Mansion; how much of his time did he expend in that building?

A.—I should have to state somewhere near; I could not state the precise time. I could state the time, as near as I can come at it, from the time when I commenced—that was somewhere near the first of October. He commenced about the same time. He put up and built the stairs, and I put up some wainscotting.

Q.—Did he remain on that building all the time during the month of October?

A.—He did; worked over there all the time. He was probably off some of the time; he probably spent a part of the time over here. I know that generally when I was on the building he was there a majority of the time—either there or down at his shop. He had a shop down near the planing mill on Q street. He was getting out Governor Stanford's stairs down there. Frequently when I went down to the mill I saw him there in the shop.

Q.—How much of the time during working hours was he away from this building during the month of October?

A.—It would be impossible for me to tell all the time; but more than half the time he was over there attending to that job. He had a good foreman, who was trusty, and on whom I suppose he relied a good deal. His foreman was about as good a man as himself in the business. He would come over here probably once or twice a day. That is about the number of times, I should think, he would come. He may not have come here every day; but I presume he came here once or twice a day when he came at all.

Q.—Came over to this building?

A.—Yes, sir.

Q.—Now, how was it during the month of November?

A.—About the same as in October; about the same all the time. He was there, I should think, a little over half the time. That is my best impression; I could not say positively.

Q.—Did he draw pay on that building all the time for his time?

A.—I expect he drew his pay for that building all the time. I am very sure he drew full pay over there while I was there.

*Mr. Spencer*—You are now referring to the new Governor's Mansion?

A.—No, sir; I refer to Governor Stanford's house.

*Mr. Delaney*—Do you know of any other man who was allowed time on this building who did not work on it?

A.—I do not recollect now.

## TESTIMONY OF G. W. WHITE.

*Mr. Delaney*—You were employed on this building as a painter?

Answer—Yes, sir; I was.

Question—When were you employed?

A.—I believe the first month was July.

Q.—How long did you work?

A.—I worked until December.

Q.—December, eighteen hundred and seventy-one?

A.—Yes, sir.

Q.—Will you go on and state to the committee any fraudulent transactions you were acquainted with in connection with the work on this building?

A.—In regard to those banners which you spoke about, and those transparencies, they were painted down in the gas office.

Q.—Where is the gas office?

A.—In the plumber's office.

Q.—In this building?

A.—No, sir. In a house or shed alongside of this building. It was an old building standing outside.

Q.—How were the men paid who painted those banners and transparencies?

A.—They were paid by the State.

Q.—Where was the material procured?

A.—The material was procured at the building. The carpenters here made the frames. Mr. Shrader and Mr. Jones, and Mr. Briggs and myself, painted them.

Q.—Was that large banner to which reference has been made, which was strung across the streets, painted here?

A.—No, sir. I think that was painted by Mr. Calvyn. I would not be sure who it was. But it was painted by some painters outside of the building.

[Here the witness was interrupted by a person unknown to the reporter, who stated that the banner referred to was not done at Calvyn's.]

*Witness*—Well, it was not done in the building to my knowledge.

*Mr. Delaney*—Is there anything else of this kind with which you are acquainted?

A.—Nothing more than what I told you to-day. I could not recollect all the questions you asked me to-day.

Q.—Do you know of Mr. Jones drawing any amounts of money from the State on anybody else's account?

A.—No, sir. I do not know of my own knowledge. I only heard reports to the effect that some men had paid in money for jobs, and that he had drawn more than the men received. I heard that a great many more men were supposed to be drawing pay than were actually employed.

Q.—Have you examined the names entered on this book?

A.—Some of them.

Q.—Are there any names entered of men who were not employed?

A.—There are a great many names there on that book which I do not recognise as the names of persons employed. I will tell you all I know about them. I once took up a subscription in Mr. Jones' gang. The proposition was made by two or three men, and we thought we would take up a subscription. Then the object was to get Mr. Jones' book and find how many men there were, without going to the Controller's office, which might excite suspicion as to our object. And I understood then that a good many were drawing pay who were not at work. Well, all the men that I could find was thirty; and during that month there was on the book sixty men.

Q.—What month was that?

A.—I believe that was in the month of October.

Q.—Did you know a man by the name of E. R. Robinson?

A.—I did not know him only by name; I knew he was employed in the committee office.

Q.—Did he ever work in the painters' gang?

A.—No, sir; I never saw him in the painters' gang or with a brush or paint pot.

Q.—Did you know George Montford?

A.—I knew a young man that answered to that name.

[A person unknown to the reporter said that Robinson worked in the painters' gang for a time.]

*Mr. Delaney*—What was this man's proper name?

A.—George Beverage.

Q.—Did he tell you that he drew this money?

A.—He told me that he drew one hundred and fourteen dollars in one month and I forget the amount for the next month.

Q.—Did he work in the painters' gang during that time?

A.—Yes, sir; he worked upstairs bailing out colors from the tubs into the buckets.

Q.—Was he a painter?

A.—I should not think that he was; he was only a boy, I should judge, about eighteen; he may have been that old or younger; that is as near as I could guess.

Q.—Did he work on the building in the month of December?

A.—I would not be positive as to that; I am rather under the impression that he didn't; he worked in November and perhaps in December.

Q.—Did he work at any other time?

A.—I do not know that he did; I do not think he did.

Q.—Do you know about any paints, or other materials, being taken away from the building?

A.—No, sir, only what I heard; I heard, while there, Ferrall talking about paints being taken away to be used on Mr. Burnett's building; I never saw anything of the kind done.

*Mr. Pardee*—Whereabouts is the painter which you speak of, that was acting in the capacity of foreman?

*Witness*—Who do you mean?

Q.—This man Robinson?

A.—He was not acting in that capacity. He is in town, I suppose; I never saw him at work; I never saw him with a paint pot or a brush in his hand.

Q.—Do you know how long he was engaged here on the building?

A.—No, sir, I do not; I know he was in the committee's office during the months of November and December, but I do not think he was doing any painting at that time.

*Mr. Caldwell*—Could this man work on the building without your seeing him?

A.—I would be sure to see him sometime; I would be sure to see him sometime if he had any work here at all.

*Mr. Gillespie*—He had a paint pot and was working here before you came; after that he was in the timekeeper's office.

A.—I do not know anything prior to the month of July; I do not know anything about him or any other person in connection with this building prior to that time.

*Mr. Delaney*—Do you know Mr. Johnston?

A.—No, sir, I did not know him.

Q.—Did you know Mr. Harrison?

A.—No, sir.

Q.—Did you know Mr. Stanton?

A.—No, sir.

## TESTIMONY OF MICHAEL D. O'MEARA.

*Mr. Delaney*—You were employed on this building as a painter under Mr. Jones?

Answer—I was in the painters' gang. I was not a painter; I was employed as a laborer in that gang.

Question—What wages did you receive?

A.—Three dollars and thirty cents.

Q.—Who paid you?

A.—I got it out of Mr. Jones' gang.

Q.—Did you draw your warrants yourself?

A.—Yes, sir.

Q.—Were you ever sent off the building to work?

A.—Yes, sir.

Q.—For how many days?

A.—For two days.

Q.—Was that for private work?

A.—It was during the campaign, when I was helping to fit up a hall.

Q.—What hall?

A.—The Democratic Headquarters.

Q.—Were you paid for that work out of the State funds?

A.—Yes, sir.

Q.—Do you know of any one else that was sent off?

A.—Me and Mr. Gillespie went off for two days.

*Mr. Pardee*—Who sent you?

A.—Mr. Jones.

Q.—What was it? What hall was it?

A.—Democratic Headquarters.

Q.—How long did you work?

A.—About two days, outside.

Q.—Was you sent anywhere else to do outside work?

A.—No, sir.

Q.—How long did you work on the Capitol?

A.—Six weeks.

Q.—What per diem did you receive?

A.—Three dollars and thirty cents.

Q.—Did you draw your own warrants?

A.—I drew one warrant, and at one time I got my pay from Mr. Jones.

Q.—Did you know what pay Mr. Jones drew from the State for your labor?

A.—No, sir, I did not.

*Mr. Spencer*—During what six weeks were these?

A.—I think I commenced on the first of August.

Q.—And worked until the middle of September?

A.—Yes, sir—about.

Q.—You commenced on the ninth of August, according to this book?

A.—I don't know what day it was.

*Mr. Delaney*—Do you know how many days in August you worked?

A.—No sir, I do not.

Q.—You don't know how much money you drew for that work?

A.—No, sir; I have forgotten.

*Mr. Spencer*—You are marked here at three dollars per day, even?

A.—Yes, sir.

*Mr. Delaney*—During that time were you paid in coin?

A.—No, sir; in scrip.

Q.—Did you work with the fresco painters?

A.—No, sir.

*Mr. Spencer*—His name does not appear to be on the list for acceptance at all.

### TESTIMONY OF DAVID CORCORAN.

*Mr. Delaney*—Did you work on this building in *Mr. Hobson's* department?

Answer—Yes, sir.

Question—During what months?

A.—I believe it was during the months of March, and April, and May, and June; I cannot be exactly sure; but I would refer to those affidavits which I made, if you had them; it was about that time.

Q.—How many months did you work here?

A.—About three.

Q.—You mentioned four just now.

A.—Well, four; then it is four.

Q.—You worked a part of four months?

A.—I cannot say, exactly, without referring to that book.

Q.—How were you paid?

A.—By the day.

Q.—How much?

A.—At the rate of two dollars per day.

Q.—Who paid you?

A.—*Mr. Ayers*.

Q.—Did you ever draw any warrants from the State?

A.—No, sir.

Q.—Do you know of any warrants being drawn in your favor for this work. Do you know of any warrants being drawn by the State Controller on the Treasurer in your favor?

A.—Yes, sir.

Q.—How many?

A.—I really could not say; I do not know anything about the warrants; I don't know how many warrants were issued; I was hired by the day, and received it from *Mr. Hobson* and *Mr. Ayers*; at one time *Mr. Hobson* paid me, and at another, *Mr. Ayers* paid me; I know nothing about warrants.

Q.—Do you know whether warrants have been drawn on your account from the Controller's office?

A.—I believe they have; I went into the Controller's office once, and saw my name attached to some.

Q.—You saw your name on the books?

A.—I saw it entered in the Controller's books; I suppose warrants were drawn on my account by some persons; and I so ascertained that warrants were drawn by Mr. Hobson.

*Mr. Spencer*—What work did you perform?

A.—Plumbing and gasfitting.

Q.—Did you commence in March?

A.—I think it was in March.

*Mr. Delaney*—You commenced in May and worked part of three months.

*Witness*—Very well.

*Mr. Delaney*—Did Mr. Hobson ever get a power of attorney from you?

A.—No, sir.

*Mr. Caldwell*—What time do you say you commenced to work?

A.—I really do not know; it has been some time since I worked on the Capitol, and I have not kept any account of it; I made out some affidavits at the time, when the matter was fresher in my recollection; I believe those affidavits are in the possession of Mr. Delaney; if I could refer to them, I could swear to their contents; for at the time when I made those affidavits I kept a correct account; since then I have not paid much attention to the matter.

Q.—Well, then, you don't know of your own knowledge whether you commenced work in March, April, or May?

A.—I really believe that it was in the month of May; it was in April or May.

Q.—Tell us to the best of your knowledge?

A.—Well, I think it was in April.

*Mr. Spencer*—Look at the pay roll, page thirty-two, and state if this is your signature under the head "signatures?"

A.—No, sir; that is not my name; I will take my solemn oath as to that.

Q.—Is your name David Corcoran?

A.—Yes, sir; I can write my signature and you can compare it with that.

Q.—Please write your name?

[The witness wrote his signature.]

*Mr. Spencer*—Do you know how many days you worked from the twenty-sixth of April to the twenty-seventh of May, as a matter of fact; you can refer to your affidavit to refresh your memory?

A.—Well, I received forty-eight dollars; that is for the month of May; I lost two dollars during the month, which is deducted from my wages; but I believe Mr. Hobson charged the State that.

*Mr. Spencer*—Mr. Reporter, take down this entry as I give it to you: pay roll, page thirty-two; names of plumbers; David Corcoran, from the twenty-sixth of April to the twenty-seventh of May, eighteen hundred and seventy-one, twenty-six tallies, representing day's work; total days in figures, twenty-six; per diem, four dollars; total amount, in column of total amount, one hundred and four dollars; in column of signatures, the name of David Corcoran; in the margin of same column, per J. B. Hobson, attorney. I write pretty poorly myself, but this beats me. Now you say you never received this one hundred and four dollars?

A.—No, sir.

Q.—How much of the one hundred and four dollars did you receive for that month of May—for those twenty-six days work—for the month of May?



A.—Forty-eight dollars.

Q.—You actually worked during that time twenty-four days, as I understand you.

A.—Yes, sir.

Q.—Do you know William Meahan?

A.—Yes, sir; his name is Thomas Meehan, but I suppose the books have him down as William Meehan.

Q.—What did he receive per day?

A.—He received two dollars and fifty cents; that is, to judge from his own words; he told me so.

Q.—He was a common laborer?

A.—Yes, sir.

Q.—Do you know Owen Ward?

A.—Yes, sir, I believe I do; I am not sure. I know a person by the name of Owen.

Q.—You went by your own names pretty much among yourselves?

A.—Yes, sir.

Q.—Do you know what he received?

A.—Two dollars and fifty cents, to the best of my knowledge.

Q.—How came you to receive only two dollars as wages, when he received two dollars and fifty cents?

A.—I really don't know. I asked Mr. Hobson about it at one time. That was when I knew he was drawing four dollars a day. I asked him why he didn't give me as much as others. He said he could not afford it.

Q.—Do you know José Rosa?

A.—I just know him; I don't know anything about his wages. He was working in the shop.

Q.—Was he a Spaniard?

A.—Yes, sir.

Q.—A Californian?

A.—Yes, sir. He was working in the shop, outside the main building.

Q.—You don't know how much he received?

A.—No, sir; I do not.

Q.—Do you know Ambrose Carrigan?

A.—No, sir.

Q.—Do you know William Dolan?

A.—Yes, sir.

Q.—How much did he receive?

A.—According to his own words, he received two dollars and fifty cents.

Q.—Did you know Edward Batchelder?

A.—Yes, sir. I understood he received two dollars and fifty cents. Not from him, but from others I understood that.

Q.—Did you know Amos McDonald?

A.—Yes, sir. He received two dollars and fifty cents. He was a shipwright by trade.

Q.—Did you know Henry Knowles?

A.—Yes, sir. He was receiving two dollars and fifty cents.

Q.—Did you know C. Patterson?

A.—Yes, sir. He told me he received two dollars and fifty cents.

Q.—Did you know Daniel Tracy?

A.—He told me he was receiving three dollars and fifty cents. He was a skilled mechanic.

Q.—Did you know Joseph Colleton?

A.—I did not know him; I did know the man, but I do not know what wages he got.

Q.—Did you know Matt. Ryan?

A.—I knew Matt. Ryan, but I didn't know his wages.

Q.—Did you know James Sweeney?

A.—I believe he got three dollars and fifty cents a day; but I am not certain. I believe he was a practical mechanic; I believe he was a plumber; and I think he received three dollars and fifty cents a day. Maybe there were two Sweeneys. I think there were. I know that one was a practical mechanic.

Q.—Did you know E. Chambers?

A.—I knew him; but I do not really know what he got per day.

Q.—Did you know William Gallatin?

A.—I knew him. I believe he got one dollar and fifty cents a day. He was a young chap.

Q.—How old?

A.—I should judge about eighteen. I don't think he could have been over.

Q.—Unskilled?

A.—Yes, sir.

[A person in the room, unknown to the reporter, said that Gallatin was twenty-one years of age.]

*Witness*—Well, I may be mistaken. I am liable to be mistaken at times as well as any other person.

*Mr. Spencer*—He was an unskilled laborer?

A.—He was unskilled.

Q.—Did you know George Gordon?

A.—I knew him. I believe he got three dollars per day. He was rated as a skilled mechanic.

Q.—Did you know Joseph Linskey?

A.—I knew him. I believe he was getting three dollars per day.

Q.—Did you know John Guthrie?

A.—I knew him; but I never ascertained what his wages were.

Q.—Did you know Patrick O'Brien?

A.—I knew him; but I did not know his wages.

Q.—Here is Thomas Sweeney?

A.—I did not know him. I believe that James Sweeney was a skilled mechanic. Maybe I am mistaken. He got three dollars and fifty cents, to the best of my belief. John B. Hobson received eight dollars per day. He was the boss.

Q.—Who was the foreman?

A.—Mr. Kellogg.

Q.—Was he the foreman?

A.—Yes, sir.

Q.—Did Mr. Hobson work on the building?

A.—Not to my knowledge. He was away at different times. In fact I very seldom saw him around the building.

*Mr. Delaney*—Did you ever give Mr. Hobson, or any one else, a power of attorney to draw your warrants?

A.—No, sir. I never gave any power of attorney. In fact, I was never asked for one.

Q.—Did you ever receipt for money—receipt to Mr. Hobson or any one else?

A.—No, sir; I never did. The only time when possibly they got my name was when I signed my name to the subscription list gotten up for

one of the gasfitters. He had a severe case of venereal disease; and a subscription was gotten up for his relief. I subscribed a dollar; and I believe I attached my name to the amount of subscription. That is the only time.

*Mr. Spencer*—I did not know they had that disease in Sacramento!

*Witness*—It was an understood thing, that if we did not give anything we would be discharged.

*Mr. Caldwell*—In regard to that affidavit: at whose instigation was it made?

A.—At my own instigation.

Q.—What was the object of it?

A.—To show these men up.

Q.—At whose instigation was it gotten up?

A.—At nobody's instigation but my own.

Q.—Did ever anybody ask you to do it?

A.—No, sir.

Q.—You got it up of your own free will—I mean free will?

*Mr. Delaney*—I want to call the attention of the committee to some entries made here.

*Mr. Caldwell*—Wait a minute. You have talked about some workmen on this job whose names Mr. Spencer called off, and you described some as practical mechanics; do you know whether these men were practical mechanics or not?

A.—No, sir; for I do not understand anything about the business; on that account I could not judge; but as near as I could ascertain, they were practical mechanics.

Q.—How then did you come to designate them as rating as practical mechanics—the men who were receiving two dollars and fifty cents and three dollars and fifty cents a day?

A.—Well, I ascertained that after he went away; I went to San Francisco, and I was very well acquainted there with a large number of gasfitters and plumbers, and there this subject was brought up often, on account of the publication in the newspapers; and they were well acquainted with the parties who had been working up here, and I asked them what kind of mechanics these were; and they expressed the opinion that some of them were very good.

Q.—Then on this point you have not been speaking of your own knowledge?

A.—No, sir.

Q.—You could not speak from your own knowledge from having seen them work here?

A.—No, sir, I could not; because I do not understand the business.

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## TESTIMONY OF GEORGE BIRD.

*Mr. Delaney*—What is your occupation?

Answer—Electrician; I have been electrician engaged in fixing apparatus for lighting gas and such things.

Question—Did you work in this building under Mr. Hobson?

A.—Yes, sir; I put the electricity into it; I rigged up the batteries and made the connections.

Q.—Are you acquainted with, and have you a knowledge in regard to the manufacture and the price of such batteries as are used in this building?

A.—Not exactly such batteries as are used in this building, but I am acquainted with most all kinds of batteries; I am even acquainted with this kind, but I have no definite knowledge of their price; I could not say exactly; the batteries would cost, to the best of my knowledge, six dollars each; that, I think, would be the regular or proper price.

Q.—What was the value of the batteries at the time they were furnished?

A.—That is about what they would be worth; I think they could be gotten up for about six dollars apiece, that is where you get up a quantity; there is a great deal of difference between getting up one and a hundred.

Q.—Do you know what was charged to the State for these batteries?

A.—I heard at one time; I heard what was charged; Mr. Hobson was the contractor for the work; I remember that I commenced talking to him about this not being the proper kind of batteries for lighting up gas or for firing off guns; I said they were too weak, too dormant; we had considerable conversation about it; I told him I could get up a smaller battery that would be much more vigorous. These held something like; well, there were about a three gallon solution; I told him that I could get up a battery with more force with only a half gallon solution; I told him it would be a half as strong again if not twice as strong as this one, and which I would get up would cost five dollars, and would last full as long as this one; the same kind of battery that is used for telegraphing on the main lines, only a little larger; those on the telegraph lines hold only a quart, mine will hold about three pints, and the zinc would be larger, they use sulphuric acid on the inside cell. These batteries are worked by bi-chromate of potash; I told Mr. Hobson all about it, and I told him that I would convince him by experiments, and I went down and got one of these batteries sent up and showed him the difference; but at this time I was afraid these batteries would not light up the building. I told him that they could not help it, although it was an inferior battery, there was so much of it; but I told him that twenty-five or thirty of my cups would answer instead of a hundred of the other; and I put some wires into his hand and told him to hold them for a minute, and he did, probably two minutes; first I used his battery, I asked him if it felt warm; he said it was getting warm; and then I changed it to my battery, and the minute I did it burned his finger the moment he touched it, simply because the one is an intense battery and the other dormant; so that I said that a hundred like his would not be any more efficient than thirty of mine; he said his had cost fifteen dollars each.

Q.—That would be one thousand five hundred dollars for the hundred?

A.—There were ninety-six batteries; when we came to unpack there were some jars, and one thing and another, that were broken, so we could not put up but ninety-eight; and then he told me he wanted two for his own use, and he told me to pick out two very carefully; so we only put up ninety-six in the batteries.

Q.—What would have been the cost of thirty cups such as you would have furnished?

A.—Five dollars apiece; no matter whether a person takes a large or a small quantity; that is what I charge for them; even one.

Q.—That would have been one hundred and fifty dollars for the whole lot?

A.—Yes, sir; then there would be the cost of the wire to make the connections, and, of course, that depends upon how far the connection would run; that would cost extra; in this building I presume there is twenty-five dollars worth of wire—may be a little more—and I do not know as there is that much.

Q.—Do you know anything about a boy named Charles Henry?

A.—Yes, sir; he came to assist me in putting up the batteries; he was employed by me; he has worked for me for the last two years; Hobson told me to bring up a boy who understood something about the business; I came up, I think, on the twenty-sixth, and the next day I telegraphed down for the boy to come up; he came up and worked under Mr. Hobson; I told him that I was going to pay him the same as I had been accustomed to pay him, which was ten dollars per week; that is what I always paid him—at least for the last year—and I supposed he would get the same wages here right along; but when it came to his pay, I did not have anything to do with it.

Q.—How much was he paid?

A.—Two dollars and fifty cents.

Q.—Do you know how much there was drawn from the State for him?

A.—I could not say; I never knew how much was drawn; he was paid two dollars and fifty cents per day.

Q.—What month did he work?

A.—Let me see, I believe he worked from the twenty-sixth of October to the twenty-sixth or twenty-seventh of November.

### TESTIMONY OF DANIEL TROY.

*Mr. Delaney*—What is your business?

Answer—Gasfitter.

Question—Were you ever employed on the State Capitol, under Mr. Hobson?

A.—Yes, sir.

Q.—When did you go to work for him?

A.—On the twenty-seventh of March.

Q.—What wages did you receive?

A.—Three dollars and fifty cents.

Q.—How many days did you work under him altogether?

A.—I cannot tell.

Q.—Do you know how many days you worked in the month of March?

A.—Twenty-six. I know I went away to San Francisco for awhile; I was sick.

Q.—How many men were in Mr. Hobson's department when you went to work?

A.—I could not exactly say, but I should judge about fifteen.

Q.—How many of these men were practical mechanics in that line?

A.—I do not think there were more than five.

Q.—Where did you make your bargain with Mr. Hobson?

A.—In Sacramento.

Q.—Did you ask for a higher rate of wages when you made the bargain?

A.—I asked him what the wages were or would be? He said the highest which he was paying was three dollars and fifty cents.

Q.—Did you draw your wages or warrants?

A.—No, sir, I did not draw my warrants.

Q.—Who paid you?

A.—Mr. Hobson.

Q.—Did you ever give Mr. Hobson a power of attorney.

A.—Not that I know of; I never was asked for one. We used to stand outside of the office and the money was handed out. I never receipted for anything, nor was I asked—that is, up to a certain time, when there was a fuss made about it.

Q.—When was that?

A.—I cannot exactly say.

Q.—Did you then give him a power of attorney?

A.—He never asked me for it. I signed his receipt book. He never asked me for a power of attorney.

Mr. Spencer—Are you a skilled mechanic?

A.—Yes, sir.

Mr. Caldwell—How many men were working on the building when you came here?

A.—I should judge there were about seventeen or eighteen.

Q.—How many skilled mechanics?

A.—Only about four or five.

THURSDAY EVENING, March 21st, 1872.

### TESTIMONY OF H. G. KOPPIKUS.

Mr. Pardee—Where is your residence?

Answer—I reside here in Sacramento.

Question—What is your occupation?

A.—Painter.

Q.—Did you ever work on this building?

A.—Yes, sir.

Q.—Will you make a statement of your identification with it—when you commenced work on the building, how long you worked, and the pay you received, etc.?

A.—I worked about two and a half years, I guess, on this building and the mansion together.

Q.—Who employed you?

A.—The State Capitol Commissioners

Q.—Who were they?

A.—Dr. Nichols, Governor Haight, and Mr. Coronel.

Q.—What pay did you get?

A.—I got four dollars a day.

Q.—All the time?

A.—All the time, except one month up at the mansion I got five dollars a day, on account of being boss.

Q.—Under whom did you work?

A.—Under Mr. Bennett. Here or at the mansion?

Q.—Here ?

A.—I worked under Mr. Jones here.

Q.—Who paid you?

A.—Different parties paid me.

Q.—Tell who paid you?

A.—The State Treasurer would pay me sometimes, and sometimes those whom I sold my warrants to.

Q.—Did you give anybody authority to draw your warrants, or to sign your warrants?

A.—Yes, sir, I have.

Q.—Who?

A.—George Eisen.

Q.—Did you give him written authority?

A.—I signed my name to an agreement; not an agreement exactly.

Q.—Do you know what the State was charged for your work?

A.—What the State charged for my work?

Q.—No; what the State paid?

A.—Yes, sir.

Q.—How much?

A.—Four dollars a day. One time they did not pay but three dollars and fifty cents, and one time they paid but two dollars and seventy-five cents.

Q.—You got four dollars steady?

A.—No, sir; I did not.

Q.—I understood you to say at the beginning that you did.

A.—I might have got it in scrip if I had kept it long enough. During the Legislature, when I worked here, I got three dollars a day.

Q.—You are musing it up so that I do not appear to understand anything about your statement.

*Mr. Delaney*—Was there any private arrangement between you and Jones, or any other party, by which you were to receive more than the regular rate allowed by the State?

A.—From him?

Q.—From anybody?

A.—I had a written agreement with Jones. Yes, sir.

Q.—Will you please to state what it was?

A.—For my services, I being master painter, he promised he would give me so much a day out of his own money, and the State would give me so much.

Q.—In other words, he divided his wages with you?

A.—He did for a while.

Q.—Were you the foreman under him on this building?

A.—Yes, sir.

Q.—Did you keep the time of the men?

A.—Not here; I kept the time up in the mansion. He had to keep time, buy stock, and everything else.

Q.—Do you know how many falls or tackles there were here for hoisting?

A.—Stages! On this building? I do not think there was one.

Q.—How many were there at any one time during this last year?

A.—For painting?

Q.—For painting.

A.—I do not think there was one.

Q.—Were there never any falls or tackles here?

A.—That belonged to the State?

Q.—Yes, sir.

A.—Yes; there were four.

Q.—Do you know where they are now?

A.—I don't know where they are now.

Q.—Do you know what became of them?

A.—I don't know what became of them.

Q.—Do you know if they were taken away from this building?

A.—No, sir. All that I do know about them, I got orders from Mr. Bennett to quit work painting the cornice around the Mansion, and I took the falls and everything and put them in the paint shop up there—all the brushes and everything—and locked it up. And I have never been there since.

Q.—Where? At the Governor's Mansion?

A.—Yes, sir.

Q.—How many are there there?

A.—Well, there were four. Four falls and four hooks.

Q.—Do you know George Fisher?

A.—No; I don't know him by name.

Q.—Do you know George Montford?

A.—No, sir.

Q.—Do you know George Beverage?

A.—A boy?

Q.—The boy?

A.—Yes; I know him.

Q.—Did he work in the painters' gang?

A.—Yes, sir.

Q.—Which of the two gangs did he work in?

A.—I don't know. I think he worked with Shrader's gang.

Q.—What is he? A painter?

A.—No. I would not call him a painter.

Q.—Do you know that Jones ever entered names on the pay roll of men who did not work?

A.—No, sir.

Q.—Did you ever see this book of Jones' [showing]?

A.—Yes, sir.

[The book was marked "Exhibit A."]

Q.—Is this the time of the last month—the month of December [showing]?

A.—Now I could not say whether it is correct or not. I did not keep the book.

*Mr. Caldwell*—Did you keep the time?

A.—No, sir. He kept the time book.

Q.—You did not have anything to do with that yourself?

A.—No, sir.

*Mr. Dalaney*—Do you recognize these names? Charles Gillespie?

A.—Yes, I know him.

Q.—Is he a painter?

A.—Yes, sir.

Q.—Did he work on the building?

A.—Yes, sir.

Q.—Walter Ferrall?

A.—Yes, sir.

Q.—Charles Carroll?

A.—There is a James Carroll; I know him.

Q.—William Melendez?



A.—Yes, sir.

Q.—Is he a painter?

A.—Yes, sir.

Q.—James Roberts?

A.—Yes, sir.

Q.—J. Curtin?

A.—Yes, sir.

Q.—J. Davis?

A.—Yes, sir.

Q.—M. Roach?

A.—Yes, sir.

Q.—F. M. Mahan?

A.—Yes, sir.

Q.—P. Powell?

A.—Yes, sir.

Q.—Thomas Lilly?

A.—I don't know him.

Q.—James M. Briggs?

A.—I don't know him.

Q.—Frank McMullin?

A.—I know him.

Q.—G. W. Walker?

A.—Yes, sir.

Q.—W. E. Royer?

A.—Yes, sir.

Q.—Are all those mechanics?

A.—Yes, sir.

Q.—Neal McKeever?

A.—I don't know him.

Q.—J. Bocamp?

A.—Yes, sir.

Q.—J. Shea?

A.—I don't know him.

Q.—W. Briggs?

A.—I don't know him.

Q.—Richard Erne?

A.—I don't know him.

Q.—J. J. Wing?

A.—I don't know him.

Q.—J. Sweeney?

A.—Yes, I know him.

Q.—Charles Houck?

A.—No, sir; I know a Houck here, I think, but I don't know whether he was in the painters' gang or laborers' gang; there were so many gangs altogether.

Q.—E. J. Kane?

A.—I don't know him.

Q.—J. H. Rodgers?

A.—I don't know whether I knew him or not; I knew a couple of Rodgers.

Q.—A. Fuller?

A.—Yes, sir.

Q.—A. V. Peck?

A.—Yes, sir.

Q.—W. Plumpton?

A.—No, sir; I don't know him.

Q.—A. C. Whitney?

A.—No, sir.

Q.—Thomas Legan?

A.—No, sir; I don't know him.

Q.—J. M. Stanton?

A.—I don't know him.

Q.—George Wilson?

A.—I don't know him.

Q.—George Sexton?

A.—I don't know him.

Q.—V. Johnson?

A.—I don't know him.

Q.—Martin Horn?

A.—I don't know him.

Q.—Edward Gildea?

A.—I don't know him.

Q.—Charles Halpine?

A.—I don't know him.

Q.—J. Cunningham?

A.—I think I know Cunningham.

Q.—Charles Hearst?

A.—I don't know him.

Q.—B. R. Hathaway?

A.—Yes, sir.

Q.—Patrick Nash?

A.—Yes, sir.

Q.—E. K. Robson; is he a painter?

A.—No, sir.

Q.—Robson is not the one; I mean E. R. Robinson?

A.—He was in the painters' gang; there were a great many of them that were in the painters' gang that were not painters.

*Mr. Mott*—What did they do?

A.—They did rough work—scraping, but not painting. They worked better than some professional painters, at that, or some of them were better.

*Mr. Caldwell*—Do you know a man by the name of Captain Robertson?

A.—Yes, I do; that is the man I mean?

Q.—Is he a painter?

A.—Well, he did work at painting. I would not call him a painter.

*Mr. Delaney*—Did he work in the painters' gang in the month of December?

A.—I could not say.

Q.—P. Yawa?

A.—I don't know.

Q.—George Fisher?

A.—No, sir.

Q.—J. Burke?

A.—No, sir.

Q.—Charles Stevens?

A.—No, sir.

Q.—Frank Morgan?

A.—No, sir.

Q.—P. C. Patterson?

A.—No, sir.

Q.—J. Usher?

A.—No, sir.

Q.—Lawrence Davis?

A.—No, sir.

Q.—Daniel Fitzpatrick?

A.—Yes, sir.

Q.—John Quinn?

A.—No, sir.

Q.—Thomas Dunphy?

A.—No, sir.

*Mr. Mott*—Do you know all the men that worked here, or were there men working and scraping that you did not know?

A.—I knew them all by sight, but there were a great many whose names I didn't know.

Q.—Were they working in the painters' gang?

A.—Yes, sir; scraping iron, and some of them cleaning up, washing windows, and such like.

Q.—Do you know them by sight, but not by name?

A.—Yes, sir.

*Mr. Delaney*—Do you know how many there were in the gang in December?

A.—When I came here?

Q.—In the month of December?

A.—In the month of December? I don't know. There were about fifteen or twenty among them what I call painters—professional painters.

Q.—How many men were employed in the gang—painters and laboring men?

A.—I think Jones at one time here had forty or fifty in the gang.

Q.—Do you know how many he had in December?

A.—I think he had about fifty, or forty, one time in the gang.

*Mr. Pardee*—It varied, did it? Most every week the number would vary?

A.—Yes, sir.

Q.—Sometimes more and sometimes less?

A.—Sometimes more and sometimes less.

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## TESTIMONY OF WALTER FERRAL.

*Mr. Delaney*—Did you work on this building in the painters' gang?

Answer—Yes, sir.

Question—Under Jones?

A.—Yes, sir.

Q.—When were you employed on the building?

A.—I came on two years ago this next August.

Q.—Do you know how many tackles there were here for hoisting?

A.—What time?

Q.—In the month of December?

A.—I think there were six.

Q.—Do you know where they are now?

A.—No, sir; I do not.

Q.—Do you know that any of them were taken away from the building?

A.—I heard that Mr. Boardman had two down at Governor Stanford's, with the hooks.

Q.—Mr. Boardman?

A.—John Boardman, who was a boss painter. I heard that; that is all I know about it.

*Mr. Pardee*—Then you don't know where they are?

A.—No, sir. He asked me, and I said I simply heard this.

*Mr. Delaney*—Do you know of any material—paints, or other material—being taken away from the building and used elsewhere?

A.—No, sir; none was taken away and used elsewhere that I know of.

Q.—Do you know whether Jones ever had men on the payroll that did not work?

A.—I do not.

Q.—Did you take charge of a job of work here a year ago?

A.—Where?

Q.—On another building outside of this?

A.—Yes, sir. Nothing belonging to the State, however; no State work. I had other work outside.

Q.—Were there any paints ever taken from this building to use on that?

A.—No, sir; not one pound.

### TESTIMONY OF A. A. BENNETT.

*Mr. Delaney*—I propose to show by this witness that the law of eighteen hundred and sixty-three was not complied with in the manner of purchasing material, and that the material cost the State a great deal more than it ought to in consequence. The law required that proposals to furnish material should be advertised for at least twenty days in the paper published in Sacramento City having the largest circulation. I propose to prove by this witness that that law was complied with in but very few instances.

*Mr. Spencer*—In the purchase of all material?

*Mr. Delaney*—Lumber, plumbing, gasfitting, and painting material. I think with regard to the stone and brick they did comply.

*Mr. Spencer*—You were the Architect of the State Capitol building, were you not?

Answer—I was associated. I was one of the associate architects of this building.

Question—With whom were you associated?

A.—Mr. Kenitzer.

Q.—Were you the principal architect?

A.—Well, neither of us was principal. We were joined, associated together. I had charge of construction mostly.

Q.—What was Mr. Kenitzer's office?

A.—Mr. Kenitzer did most of the drawing.

*Mr. McCullough*—Kenitzer lived in San Francisco and Bennett in Sacramento.

*Mr. Spencer*—Who was charged with the purchase of the materials for construction?

A.—I had charge of it partially. Some of it was under contract.

Q.—To what extent?

A.—Most of it, I think.

Q.—Did you make the purchases?

A.—I made a portion of them.

Q.—Did you make the bargains with the various purchasers; with the persons furnishing material?

A.—Well, such bargains as were made—yes, sir.

Q.—State the manner of making bargains or making purchases for material; how it was done?

A.—My judgment in accepting hardware, paints, gas fixtures, gas-fittings, and plumbing work. I think with those exceptions, perhaps, the balance of the larger materials were contracted for, as I understood it. Some of them were hold-over contracts. I think all of them, perhaps.

Q.—That is, contracted for prior to your administration?

A.—Yes, sir.

Q.—You occupied the position of architect from when to when?

A.—I think it was September, or perhaps the last of August. Perhaps the twenty-sixth of August.

Q.—Of what year?

A.—Of eighteen hundred and sixty.

Q.—From August, eighteen hundred and sixty?

A.—My recollection is, it was eighteen hundred and sixty—eighteen hundred and seventy, I should have said. I think it was eighteen hundred and seventy.

Q.—Until when?

A.—Until recently. Until they convened the Legislature.

Q.—Gasfittings and paint were not contracted for, do you say?

A.—No; they were not contracted for by advertisement at all.

Q.—How were they furnished—in what manner?

A.—They were furnished by Hobson & Ayres.

Q.—Under what arrangement? You refer now to the gasfittings alone, do you not?

A.—The gasfittings and plumbing.

Q.—By Hobson & Ayres?

A.—Yes, sir.

Q.—Now state the *modus operandi* of that, please.

A.—They were here when I came here, engaged in that work, and were furnishing the materials that they used.

Q.—From their own establishment?

A.—From their own establishment, I suppose. The bills were made out in their name; I presume they came from their own house. They may have had some of the goods sent from other houses here; I don't know.

Q.—But the purchases were really made from or through them?

A.—Yes, sir; they furnished them.

Q.—What amount of plumbing and gasfitting material did they furnish during your administration?

A.—I cannot tell you.

Q.—In rough numbers?

A.—It would be impossible for me to guess at it at all, because I have no minutes of it or memorandums whatever, and never had any memorandums.

Q.—Was the furnishing of that material from August, eighteen hundred and seventy, down to the convening of the present Legislature, left to their discretion? Did they furnish what they chose, to carry on their work?

A.—No, sir; I think that most of the time when they needed any pipe, or fittings, or lead, or anything of that kind, they came and made out a requisition to me for what they wanted. I think, perhaps, some months they did not; but I think most of the time they did.

Q.—And you certified it as being correct or necessary?

A.—I gave the order.

Q.—Gave the order for the purchasing of that material?

A.—Yes, sir.

Q.—And then the next step was that they produced it—brought it here?

A.—Yes, sir. I am speaking now, mind you, of such articles as pipe, gasfittings and lead, and the like of that. They did not furnish all the lead; there was some furnished by Selby.

Q.—In auditing the bills for these purchases, what was the procedure? In arriving at the price to be paid, what was the mode?

A.—They were examined by me; I looked at them to see if they were according to the regular prices.

Q.—You then fixed the price of these various articles?

A.—I did not fix the prices. I, of course, looked at the prices when I audited the bills; I always looked the bills over to see.

Q.—In the first place they would make a list of articles in the way of a requisition?

A.—Yes, sir.

Q.—For your indorsement?

A.—Yes, sir.

Q.—You would recommend the purchase—recommend the procuring of the articles.

A.—Certainly.

Q.—As per requisition?

A.—Yes, sir.

Q.—They then would procure and use those articles in the construction?

A.—Yes, sir.

Q.—They would then produce their bills?

A.—Yes, sir.

Q.—And their accounts?

A.—Yes, sir.

Q.—In the shape of a list of items with the prices attached?

A.—Yes, sir.

Q.—That would pass under your inspection?

A.—Yes, sir.

Q.—And you would indorse that or recommend it?

A.—Yes, sir.

Q.—So that these various prices charged in their lists would come under your cognizance?

A.—Yes, sir.

Q.—Then the next step was what?

A.—They went before the Commissioners.

Q.—Before the Capitol Commissioners?

A.—Yes, sir.

Q.—And they audited the claims?

A.—Yes, sir.

Q.—Did you ever have occasion to recommend the cutting down of their prices for any of the articles?

A.—I think I have, on several occasions, had them cut down their bills; I have taken them back to them before sending them before the Board, in some instances—some few.

Q.—These bills, after being adjusted in this manner—cut down to what you considered reasonable—were then signed by you, or indorsed, were they not?

A.—Yes, sir; as correct.

Q.—A certificate of recommendation of some sort?

A.—I just marked them "correct," and signed my name; in the first place, Mr. Beverage received all these bills—the timekeeper; he marked them "received," or "correct," and I signed right under his name on the bills.

Q.—These articles never were furnished under contract after advertisement?

A.—No, sir; not unless it had been done prior to my coming here.

Q.—And of that you know nothing—whether they had been or not?;

A.—I don't know anything about that; no, sir.

Q.—In passing upon the correctness of their accounts, you took the open market, I suppose, as a criterion?

A.—Yes, sir, to the best of my knowledge.

Q.—For instance, when scrip got lower, I presume the prices were increased—the prices were increased in order to counterbalance the depreciated value of the scrip?

A.—Yes, sir.

Q.—Now, in the painting material—which in the parlance of the craft they call "stock," do they not—the painting stock was furnished in the same way, was it, by these gentlemen?

A.—It was furnished by Kirk & Co., and I think, perhaps, Whittier, Fuller & Co.

Q.—Did they have charge of any gangs of workmen, or anything of that kind; or did they just simply furnish the stock?

A.—Just simply furnished the stock.

Q.—Used by other people—employés on the building?

A.—Yes, sir.

Q.—With whom they had no connection?

A.—None at all.

Q.—Was that painting material advertised for at all?

A.—Not whilst I was here; no, sir.

Q.—And your auditing of these bills was done in the same manner as with the plumbing material?

A.—Yes, sir. I do not think I went there and ordered these materials. I think the foremen, as a general thing, went and got these things from the stores as they needed them. Sometimes I would be going down town and would make an order. But as a general thing Mr. Jones ordered the paints and brushes, and such things.

Q.—Did you ever see any contract, or ever know of any written contract having been made with either of the plumbers, with the furnishers of the plumbing material, or of the paints?

A.—No, sir; I don't know that I ever saw any.

Q.—Did you ever hear that there had been any written contract made with any of these gentlemen?

A.—I don't know as there was any written contract. I understood—that is, I was told by Whittier, Fuller & Co., I think, that they had a contract; that they got their furnishing of material by bid or proposal. I think by bid, perhaps; I am not quite sure. I do not know; I am rather inclined to think—it is only just hearsay—that they and Kirk were furnishing these materials together.

Q.—Whittier and Kirk were?

A.—Whittier and Kirk; yes, sir—I am not sure. Whittier's man here I think told me there was some arrangement, but what it was I have forgotten now. And I think Kirk told me there was some arrangement, but I don't know anything about it; I don't know anything about it at all.

Q.—What other material was furnished during your administration, other than the gasfitting material and the painters' stock—aside from those two departments?

A.—Hardware, I think; some hardware. It was bought at different hardware stores here.

Q.—Do you mean furnishing ware?

A.—Nails, butts, hinges, and such articles as were used in the construction.

Q.—Was any of that material bid for?

A.—I think not.

Q.—Just purchased off-hand?

A.—Yes, sir.

Q.—Was any other material furnished?

A.—In that way?

Q.—Yes, sir; any other material furnished of any kind in that way?

A.—Oh, yes; there was lumber, lime, and cement.

Q.—Stone?

A.—Yes, stone also.

Q.—Brick?

A.—Brick; plaster of Paris.

Q.—Were any of these materials bought off-hand?

A.—Perhaps some of them were; I think some plaster of Paris was brought from San Francisco; I don't know that there was any contract ever for plaster of Paris; I found that I could get it much cheaper by getting it from some man below—I have forgotten the name—who manufactures it there—Mr. McCullough, I presume, knows the very man—I found I could get it a dollar and a half cheaper, and I sent there for it, after I ascertained that. I would know the name if I should hear it.

Q.—Was the lumber furnished under a contract?

A.—I understood, when I came, that there was a contract with Mr. Drew.

Q.—Then the lumber that was furnished after you came, you understood was under a continuous contract entered into before?

A.—Yes, sir; and I think that contract, perhaps, gave a greater price than he was charging at that time, on account of the fact that they were paying him in warrants which were worth less than par, considerably. I heard him say to Governor Haight, or the Board, I think, one day, that he was charging considerable less than he had; that was during the time that we had a special fund to draw from.

Q.—Had ready money to pay him?

A.—Yes, sir.



*Mr. Mott*—When they issued those bonds?

A.—Yes, sir.

*Mr. Spencer*—And so with the stone and brick?

A.—Yes, sir,

Q.—Who furnished the stone?

A.—The stone was furnished by Mr. Griffith.

Q.—And the brick by whom?

A.—By Mr. Callahan. I think that he perhaps bought out the man who was contracted with for furnishing brick. I think also that there was no contract for cement. The lime was under contract, I know. I saw that and read it. And it was to be divided betwixt two houses here at a certain price—Bannon and Gwynn. I was buying cement of them until Meyers wrote up here to me that he would furnish the cement much less. And as soon as his shipment arrived, I purchased from him and got it at about a dollar and a half less on a barrel, I think. That is my recollection.

Q.—Was the heating apparatus put in during your administration?

A.—Yes, sir.

Q.—Of whom was it purchased?

A.—Purchased of Hobson & Ayres.

Q.—Do you know the cost of the heating apparatus?

A.—I don't remember now.

Q.—Could you approximate?

A.—No, sir. I don't think I could.

Q.—Was it bid for?

A.—No, sir.

Q.—No contract let at all?

A.—The contract was entered into with them after it came here, I think; with the Commissioners.

Q.—After the apparatus came here! What do you mean? After it was bought?

A.—No, sir. The heaters were not put in. I think they had been made, and perhaps some of them were on the ground.

Q.—They had been made and partly delivered?

A.—I think so.

Q.—No bargain was made until they had been partly delivered?

A.—No, sir.

Q.—Do you remember if the price paid was about nineteen thousand dollars?

A.—I should think that was about it. I remember this: that Hobson has a list book; that is, a list of prices of some New York houses, which he presented to the Commissioners, I think. And from that the price was arranged.

Q.—Did he manufacture them or purchase them?

A.—He had them manufactured. I got up the drawings for them in the office.

Q.—Do you know what they would be reasonably worth?

A.—I do not.

Q.—Have you no judgment about it?

A.—I never have ascertained; I never asked any questions relative to it; neither did I take any part in the price at all; I did not look even at the book he had—the list of prices; I know he showed it to Governor Haight and Dr. Nichols.

Q.—In estimating, suppose you were to estimate the cost of a building of this character—and one of the specifications provided for heating

with this kind of apparatus—you, of course, as an architect, would give its approximate probable cost?

A.—Yes; I should ascertain them.

Q.—You would ascertain the price of these particular articles?

A.—I should, at that time; yes, sir.

Q.—That being fairly within your province, as an architect, then, would not you be able to give us an estimate of the probable actual value of this apparatus?

A.—I could not, from the fact that I never have looked into the matter at all, as I told you.

Q.—How was the price arrived at; who agreed with Hobson & Ayers?

A.—The Commissioners.

Q.—Never consulting you in the premises?

A.—I never was consulted about it.

Q.—Who first mooted the propriety of heating the building in this manner?

A.—I did.

Q.—You suggested the idea?

A.—Yes, sir.

Q.—You then went to work and prepared some drawings illustrating your idea?

A.—They were gotten up under the directions of Mr. Hobson; that is, it was his idea.

Q.—You elaborated it, did you not?

A.—Yes, sir.

Q.—Theoretically?

A.—Just simply executed the work—executed his idea.

Q.—That is to say, you made the pictures?

A.—I did it in my office.

Q.—You had it done?

A.—Yes, sir.

Q.—Didn't the question arise among you, the Commissioners, or some of the gentlemen who had this matter in charge, as to what the probable cost would be?

A.—No, sir, it never came up that I know of; it was never discussed until part of the material was actually on the ground. My understanding of it was this; that when these drawings were made Hobson was going to get up samples, that was my understanding, and I supposed the Commissioners would see them before any arrangement was made; that was my recollection.

Q.—Then, as a matter of fact, if I understand you, the idea or plan of this heating apparatus was fixed upon between yourself and Hobson?

A.—Yes, sir; or my draftsman. I really never paid any attention to it myself.

Q.—But it was done under your direction?

A.—Yes, sir.

Q.—It was a matter between you or your employes and Hobson, with the consent of the Commissioners, of course, or the acquiescence of the Commissioners?

A.—I don't know that the Commissioners were ever spoken to about it at that time. They knew, of course, that we were putting in pipes with a view of putting in heaters; but whether any conversation ever came up about these heaters until the time that some of them came into the building, I don't remember.

Q.—All this matter was gone into blindly without any definite idea of what the probable cost would be?

A.—There were some heaters in the building, I think, before the Commissioners knew about it. And then the contract was entered into. Governor Haight felt much displeased about the heaters. That is my recollection about it. But after the heaters were there, Mr. Hobson and the Commissioners went to work and arranged the price. That is my recollection. It was done from a scale of prices—a price list from some New York firm—as I understand it. I know it was something of that kind.

Q.—Then Hobson ordered the heaters, put them up, and fixed his own price?

A.—No, sir; I do not say that.

Q.—But it resulted in that, did it not?

A.—I don't know whether there were any reductions made at all; whether they were his prices, or whether they were cut down from what he first asked. That I don't know.

Q.—Let me divide the question.

A.—I was not consulted as to the price at all, neither by Hobson, nor by the Commissioners. I never had any conversation with Hobson about the price at any time, either as to the price of the material, or anything about it.

Q.—How much lumber in value did Drew furnish in October and November last? Do you know what his bill amounted to?

A.—I don't know.

Q.—Did you order any lumber?

A.—I ordered some; I ordered some lumber. I ordered the flagstaff, or the lumber it was made of; and some other lumber.

Q.—You don't know how much it amounted to?

A.—No, sir.

Q.—Do you know whether there was any misunderstanding or difficulty in the auditing of the bill of Mr. Drew?

A.—I know there was.

Q.—What did that consist in?

A.—Well, my recollection is that the bill was looked upon as large by the Commissioners.

Q.—What is that?

A.—I say the bill was looked upon as large by the Commissioners. They requested me to take the bill and go out and see the foremen, the different foremen who had ordered lumber to use.

Q.—What did it result in? What was the final action?

A.—The bill was laid over.

Q.—Was that material furnished by contract?

A.—I told you that that was my understanding when I came here. He was furnishing lumber when I came here, as I understood it, by contract.

Q.—If it had been under a contract, how would there be any difficulty as to the price claimed by Drew?

A.—I do not think it was as to the price.

Q.—Drew presented his bill, did he not, for the lumber furnished in those two months?

A.—Yes, sir.

Q.—And you certified to its being correct?

A.—I did at first; after having seen my timekeeper, or the timekeeper of the building.

Q.—And that was the bill that was laid over by the Commissioners?

A.—Yes, sir; I after that erased my name from the bill.

Q.—Why did you do that?

A.—I told you I was sent out with the bill to see my foremen, or the foremen on the building; they were under the impression that that amount of lumber had not come here; and at that time I erased my name from the bill.

Q.—Then you signed your name to the bill without ever knowing?

A.—I told you I went out and saw my timekeeper, and asked him as to its correctness—as to the delivered amount of lumber—and he said it was right; he said he believed it was right.

Q.—That that amount of lumber had been furnished?

A.—Yes, sir.

Q.—Then you signed, and the bill came before the Board for its action, before the Commissioners?

A.—Yes, sir.

Q.—And they laid it over and failed to act upon it, and expressed some doubt as to the propriety of auditing the bill?

A.—They laid it over to the next Board.

Q.—And then you went and inquired of the foremen?

A.—Before they laid it over.

Q.—And then when you came back, you erased your name from the bill?

A.—Yes, sir.

Q.—You do not know the amount of the original bill; you do not remember it now?

A.—No, sir, I do not; something in the neighborhood of six thousand dollars.

Q.—In that vicinity?

Q.—Yes, sir.

Q.—At the time you knew, but you have forgotten the amount now?

A.—I knew it at the time.

Q.—Do you know how much the bill was eventually allowed for?

A.—No, sir; I had nothing more to do with it, except that explanation to the Capitol Commissioners.

Q.—What do you know with reference to placing men's names on the payroll who were not at work?

A.—I don't know any such thing.

Q.—If anything of that kind had occurred, would you have been likely to have known it?

A.—It would have been impossible for me to know it with that many men.

Q.—It would have been impossible for you to discover the fraud?

A.—It would, unless it had been brought to my notice.

Q.—So the fraud may have been perpetrated and you have been ignorant of it?

A.—It might; yes, sir; it was impossible for me to keep account of that number of men. Whilst that matter is up, I will say that I had, from the commencement until the end, a great deal of difficulty with Jones on account of trouble arising between him and the timekeeper; he would give in his time and then go back and change; I gave orders, which if complied with, would have prevented difficulty; I told the timekeeper when Mr. Jones gave in his time, from day to day, never to make any corrections, I saw so much difficulty arising. He was the

only foreman on the work who had any difficulty which ever came to my knowledge; but it was constant, day after day, with him.

Q.—He went back and claimed the right to correct, or have corrections made?

A.—Yes, sir; what was the cause of it I never could learn; it never occurred, to my knowledge, with any of the other foremen.

Mr. Delaney—Did you ever direct the timekeeper to put down time that was not made on the building?

A.—No, sir; never.

Q.—You know Henry S. Loane?

A.—Yes, sir.

Q.—Do you know that he worked on this building during the month of August?

A.—Do I know that? I think he did; I think he worked here most of the time.

Q.—Did you request him to go to San Francisco on or about the tenth day of August, for any purpose?

A.—I think I did—yes, sir; I think I spoke to him about it.

Q.—Do you know that he was allowed full time for that month? Do you know that he was allowed for the time that he was absent?

A.—I do not remember now whether he was or not.

Q.—Did you ever ask the timekeeper to give him full time?

A.—I don't remember now.

Q.—Will you swear that you did not?

A.—I say I do not have any recollection of telling him to give him full time.

Q.—Have you any recollection of how many times Loane was absent: how many times he went to San Francisco during the month of August?

A.—No, sir, I think not.

Q.—What time was it you recollect of his going to San Francisco? About what time in the month?

A.—I don't remember; I think it was the time you were trying to kick up a fuss with these workmen.

Q.—Do you know that he went down afterwards and remained away some ten days?

A.—No, sir, I don't remember the time; I don't remember what I did tell the timekeeper about it. I know the work would have got on a great deal better on the building if you had never come up here and made a fuss about it. I know you damaged the work on the building to a great extent.

Q.—Do you know that Houck was in San Francisco during the month of August?

A.—I don't remember when he was there. He did go down.

Q.—In the month of August?

A.—Yes, sir.

Q.—Did you direct the timekeeper to give him full time?

A.—I do not think so.

Q.—Will you swear you did not?

A.—I do not. I would have done it if it had come to my knowledge.

Q.—Would have what?

A.—Would have kept it on the payroll as foreman.

Q.—As foreman?

A.—Yes, sir.

Q.—You would?

A.—Yes, sir.

Q.—How was it in the case of Loane? Would you have permitted his time to be allowed in full?

A.—I think it would have been just if I had. I don't remember whether I did or not.

Q.—Would you have done so?

A.—Yes, I would have done so.

Q.—Do you know James Young?

Mr. Spencer—Why would you have done so?

A.—Because this man [pointing to Mr. Delaney] had done a great wrong to the mechanics and the working men upon this building.

Q.—How a great wrong—in what manner?

A.—By creating confusion among the workmen. I say it was, because I looked upon it as being to the interests of the building, to the interests of the State, that these matters should be set right as quickly as possible?

Q.—The proposition is that some—

A.—[Interrupting]—I don't remember what I did tell the timekeeper. But I say, if it was to occur now, I should do it.

Q.—Would it be right or just, as against the State or the people, to allow these people for the time when they were actually away?

A.—I think it would better subserve the interests of the State. The quicker such a matter as that was put down, the better it would be for the State and for the building. Because a confusion had been raised here by Mr. Delaney.

Q.—Had there been any strike here, or anything of that kind?

A.—None. There had been no strike or anything of that kind. Only there was a general confusion about the building. Perhaps it didn't extend to all departments; but it extended to a considerable extent. I know that time was taken up in getting up affidavits when charges were made that accused all through the building excepting the brick department. I know that took up considerable time.

Q.—Did these people go down to San Francisco on account of these disturbances?

A.—If it was Loane, at that time, it is very likely he did.

Q.—And the other man?

A.—I don't remember how he went down.

Q.—How about Dennis McNamara?

A.—I know he went down.

Q.—Were they induced to go or did they go on account of the disaffection?

A.—I think so. That is my recollection.

Q.—And remained more or less time? How long?

A.—The confusion was so great that one night this man [pointing to Mr. Delaney] would have been killed if it had not been for me. And he knows it. Or, if he had not been killed, he would have been very badly injured.

Q.—What did it consist in? What did he do?

A.—Well, he was going to a very dangerous place to get knocked over. That is what he was doing.

Q.—How did he create the confusion?

A.—These were workmen, and they felt indignant at Mr. Delaney. Of course, it was bound to take up time discussing this question through the building, which could not be prevented.

Q.—But what had he been doing? Just give us a short history of the matter.

A.—He had been making a political statement for the purpose of carrying the election, and had published it throughout the State. That is what he had done.

Q.—And then he came up here for the purpose of verifying it, did he?

A.—I presume he came here for the purpose of carrying out his political designs. He got some blood on his shirt bosom, and went down to the committee, and I presume got paid for it. That is the understanding generally. I believe he did.

*Mr. Delaney*—I can't see it.

*Witness*—You can't? Well, I think I did see it.

*Mr. Delaney*—I would like to ask you one question with reference to McNamara, and also with reference to Loane. You answered it once, but have qualified it since. Did you request Loane and McNamara to go to San Francisco on this occasion of which we have been speaking?

A.—I gave my consent. I don't know that I requested them; perhaps I did. I should have done it if I didn't.

Q.—Did you ask the timekeeper to give McNamara full time?

A.—I don't remember whether I did or not. If it should occur now, I should tell him to do it.

*Mr. Spencer*—On what mission did they go, or did you request them to go?

A.—It was relative to the organization of Mr. Delaney down there, which he is President of, which he calls "Labor League," or "Mechanics' League," or "Mechanics' Council."

Q.—They went down to look after that?

A.—I think so.

Q.—They went down there for that?

A.—I think they went down on a call; perhaps he called them together; I don't remember. It was during political times, and there was a good deal of excitement during that period. Mr. Delaney was trying to make a point; and he is now trying to make evidence to verify what he then insisted on, which the papers all published. It was not for the good of the mechanics, as he stated it was to me. I stated to him it was not at the time; he knew it was not. It was to help the Republican ticket.

Q.—Was it any reason that the Republican ticket should or should not be elected, that the State should pay for the time of these men?

A.—I made one statement which I think you should understand. I said I would do it now, if it should occur at this time. I would send the men and pay them for it. And I think, too, seeing the confusion which was going on in the public works here, it would be of greater advantage to the State to close with such misunderstanding. Charges were made in all the departments here, excepting the brick department, that the same thing was practiced as was with Hobson's gang, or Hobson's men.

*Mr. Delaney*—The gentleman does me injustice in his statement.

*Witness*—I do not think I do; not a particle.

*Mr. Spencer*—Don't you think it would be highly improper, no matter for what purpose, no matter how great a wrong had been done these men, that the State should pay full time that they had not actually bestowed?

A.—If it was going to be to the benefit of the State, I don't think it would be any wrong, but just and right. If the State was to make more money by it, why is it not right? It would be right with an individual, wouldn't it?

Q.—Don't you think you would be arrogating rather extensive powers as an architect in so doing?

A.—No, sir.

Q.—Don't you think you would be arrogating rather extensive powers as an architect to be adjusting the indebtedness of the State in that manner? Don't you think it ought to go before another tribunal or department of Government?

A.—I do not think it is a very large responsibility

Q.—No matter about the extent of the responsibility. Don't you think there is some?

A.—There is some responsibility, of course. I say I do not think there was a very large one.

Q.—We are not discussing the measure of responsibility, but simply the fact.

A.—I would take it to-day under the same circumstances.

Q.—No matter what you would take. Don't you think it was assuming some responsibility in having the State pay these men for work that they did not do?

A.—Well, a man always has to assume responsibility.

Q.—Just answer the question, please?

A.—I stated so two or three times.

*Mr. Delaney*.—Do you know James Young?

A.—Yes, sir.

Q.—Do you know his business? What was his business on this building when he was employed here?

A.—When he was employed on the building his business was to look after the stonecutting bills, pay them off, see if the work on the portico was properly gotten up, take down and mark the stone after it came down, and attend to the re-cutting of it when required.

Q.—What is his profession or business?

A.—He learned the stonecutter's trade.

Q.—Has he a profession besides that?

A.—He is a draftsman.

Q.—Did he work at stonecutting on this building?

A.—He did not.

Q.—About how much of his time was employed in the stonecutter's department?

A.—A very great portion of it.

Q.—Did you ever request the foreman of any other department to place his name on his payroll after the stonecutters were discharged, or about the time they were discharged?

A.—Something was said about that. I never made the request.

Q.—What was said about it?

A.—I say there was some conversation took place about it, but I don't remember what it was; I know this: I did not make the request.

Q.—Did you ask Mr. Langdon to put him on among his men?

A.—No, sir; I did not.

Q.—Do you know George Fisher?

A.—I cannot call him to mind now.

Q.—Do you know that a man of that name was engaged on this building as a mechanic?

A.—I don't know; there were a great many here that I could not name at all—I could not name one half of them, nor one quarter—I could not begin to.

Q.—Do you know a young man by the name of George Beverage?



A.—Yes, sir.

Q.—Did you ever advise George Beverage's father, D. F. Beverage—who was timekeeper here—to put George's name down as George Fisher?

A.—No, sir, I never did; I never heard of such a thing before.

Q.—Did you not know that his name was entered here as George Fisher?

A.—No, sir; I don't know it.

Q.—Were you ever instructed to distribute the patronage of this building between different firms in this city?

A.—At one time, I was.

Q.—Will you state the circumstances?

A.—I think that Dr. Nichols told me I was buying too much of Huntington & Hopkins—or had been previous to that—to buy a portion of it at Carolan's—James Carolan's. I did buy one bill of Van Winkle & Duncan; they charged rather higher than the others, and I did not buy any more.

Q.—Didn't you know at the time that Drew presented that bill for six thousand dollars and odd, of which we have just been speaking, that the whole amount had not been delivered?

A.—I didn't know any such thing.

Q.—Was there not an understanding on your part that the balance was to be delivered at some future time?\*

A.—No, sir.

Q.—Have you ever heard that statement?

A.—I never heard of such a thing before; it is entirely new.

Q.—Did you ever audit other bills besides this one where the full complement of material had not been delivered?

A.—No, sir; not that I recollect of.

Q.—Did you not do it in the case of Whittier & Fuller?

A.—No, sir.

Q.—Are you sure?

A.—I am sure of it; I think I am.

Q.—Don't you know that the question was raised in the Board of Commissioners at one time?

A.—I know it was; I know I made a statement there exactly how it was.

Q.—With reference to what bill?

A.—To the firm of Whittier & Co.'s bill; I told them exactly what glass we had had of them, and what we did not; they claimed they should be allowed their bill, because the glass had been once sent here and sent back to their place; that it was not their fault that it was not delivered.

Q.—Hadh't you previously indorsed their bill for the whole amount?

A.—I don't think so; I don't think I did.

Q.—If you saw your name on that bill as an indorser, would you think it then?

A.—I should, of course—yes, sir; I might have done it, but if I did, I explained it to the Board at the same time. That glass had once came up and been sent back. They claimed the right that they should have the money; that they had furnished it on contract, and they were entitled to their money; that we would not receive the glass here because I was afraid it would get broken; that it was not their fault and they had a right to their money.

Q.—Did you ever indorse as being correct, any other bill besides these of Drew, and Whittier & Fuller, under similar circumstances?

A.—Not to my recollection—not to my recollection; and if I indorsed that, I indorsed it under the circumstances which I have stated; they were entitled to their money, and I think the new Board paid it to them.

Q.—Was Drew entitled to his money—to the six thousand dollars?

A.—You know the result as well as I do; I have told you all that took place.

Q.—Did you ever receive any percentage from Hobson & Ayers, or any other firm?

A.—Not one dollar from any of the men.

Q.—Did you where you purchased material?

A.—Not a cent.

Q.—Did you ever purchase material to be used on this building and send it elsewhere?

A.—No, sir; not one dime's worth.

Q.—Were you ever charged with having done so before the Board of Commissioners?

A.—No, sir; I do not think the Commissioners ever thought such a thing.

Q.—Were you instructed in the month of October to ascertain the rates of wages paid by Hobson & Ayers and Kehoe to their men or to men in their departments?

A.—Yes, sir.

Q.—Did you do so?

A.—I did.

Q.—What was the object of getting those rates, or learning those rates?

A.—I was to pay the men directly.

Q.—To pay the men directly?

A.—Pay them their wages and add a percentage, as was added on other men working there; that the State should pay exactly what was being paid. And then, as I understood it at the time, they intended to pay for the use of these gentlemen's tools who were doing the work, and allow a percent on those men's wages as others were allowed.

Q.—Having ascertained the rates of wages to which these men were entitled, were the men afterwards paid those wages?

A.—I think so; I think, perhaps, there were powers of attorney and men drew their warrants from powers of attorney.

Q.—Have you any powers of attorney in your possession now?

A.—No, sir.

Q.—None at all?

A.—No, sir. I have four warrants that never have been called for—small warrants which I receipted for, and which I propose some day to advertise. I asked Mr. McClatchy to advertise them. They amount to something over one hundred dollars.

Q.—After receiving the instructions with regard to ascertaining the rates of wages paid by these foremen to their men, what did you say to Hobson? Did you ask him to give you the rates?

A.—I did.

Q.—Did he give them to you?

A.—He did.

Q.—Did he tell you that the rates given to you were correct?

A.—He told me so; and I gave them to the timekeeper that was in the office when he handed them to me. Mr. Kehoe the same way.

Q.—Did the Commissioners, or either of them, tell you about that time

that the object in rating those men was to deceive the public—to make the thing look a little better?

A.—No, sir. [Laughing.] That is pretty good. Haight, I think, would thank you for that very much.

Q.—Mr. Hobson testified here that it was a plain and fair and square understanding between him and you and Mr. Watt and the Commissioners, that it was a blind. He testified night before last that it was only done to deceive the public. His statement suggested the question to my mind.

A.—To deceive the public?

Q.—Yes, sir.

A.—I never heard any such thing, and do not think any such conversation ever came up. I am certain it never did. And Watt, also, was one of the parties to it, did you say?

Q.—That was the statement of Mr. Hobson. Who made the bargain to put the copper on the dome?

A.—Kenitzer, I think, with Kehoe.

Q.—Do you know that?

A.—With the consent of the Commissioners, I think.

Q.—Were you consulted about it?

A.—Yes, sir.

Q.—What were the conditions of that contract or agreement?

A.—The agreement was, I think, that he was to come up and fetch his tools up and men, and charge five dollars a day for himself, and five dollars for his men. That is my recollection.

Q.—Is that a kind of work that requires skillful workmen?

A.—Yes, sir; that kind of a dome is.

Q.—Men skilled in the working of copper?

A.—You require a skilled head at it—at the front of it. Mr. Kenitzer was not willing to trust any man he knew in the city to put on that dome, except Kehoe.

Q.—How much of the time was Kehoe here? About how much of the time?

A.—Well, he was here the most of the time. He was taken with hemorrhage; and went to San Francisco to see his wife. I think his wife died during the time. And he went down to see her during his sickness. I think he was taken with hemorrhage at the time, and remained there a little while.

Q.—How much of the time was he absent?

A.—I could not tell.

Q.—Is it not a fact that he was away from here half the time?

A.—No, sir; I do not think so. Because he did no business below during this time, that I know of. And I do not think he was away from here one half of the time, or one third of it. It was only those times I have spoken of: the sickness of his wife, her death, and the hemorrhage, when he was away a few days.

Q.—Have you examined the dome that was put on and roof?

A.—I have.

Q.—Do you think Kehoe did a good job?

A.—I think he did. Perhaps some of it might have been done better. But as a whole, I think it is a good job.

Q.—What portion of it might have been done better?

A.—I don't know. Perhaps in work like that, one part would have been done better than others in any case. It always is. I call it a good job.

Q.—What is the object of putting a roof on the building?

A.—To keep rain out.

Q.—Does that roof keep it out?

A.—I think it does. Perhaps during a heavy storm some water blew in up there.

Q.—Have you ever examined to see, or ever noticed to see, if the copper is fastened on to a great extent with iron nails?

A.—No, sir.

Q.—You have not examined?

A.—I have examined. It is not the case.

Q.—Are there no iron nails?

A.—I think there are some tin nails perhaps in it. They should have been of copper; no question about that.

Q.—Why were not copper nails used?

A.—I don't know why. There were copper nails used to a great extent.

Q.—Why were not copper used altogether?

A.—I don't know, as I told you. The matter never was brought to my mind, and I think I never heard anything about it until that night here. I think they were tinned nails, if I recollect right; a few of them. Most of them were copper nails that were put on. In fact, I know they were.

Q.—How long do you think it will take for the copper to eat that tin off?

A.—It will never eat it off so long as they are tinned.

Q.—How long will the tin remain there coming in contact with copper?

A.—I don't know. Unless they are bruised, the copper will not eat off the tin. I would like to make a little statement. I want to go before this Board once more. I have made up a statistical report of some matters which I want to lay before the Board in writing under oath, and with it affidavits to bear out all that I shall say in my communication to you. There is one other matter that I would like to speak of, and that is this: I have been informed that some parties—I have been led to believe it was Mr. Delaney—have been telling parties about town that the object is to find out where I have been subsidized in this building. I will tell him now, for his edification, just exactly where. I propose to do it, because they say that Bennett got rich from certain parties. An architect may get rich if he has a great deal of work, because it is a big paying business, like lawyers' fees. To begin with, the State paid me for my services as architect at San Quentin about three thousand six hundred dollars. That was three years ago.

*Mr. Mott*—Per annum?

A.—Yes, sir; I was there about one year. When I left there I came here and took charge of the Odd Fellows' Temple. They paid me a little over three thousand dollars there. The County of Sacramento paid me as architect for my services on their public buildings something over ten thousand dollars, which can be taken from the books. The Capital Savings Bank paid me one thousand two hundred dollars. The Capital Hotel paid me five hundred dollars. That is within these last three years I am speaking of. And the Parsonage two hundred dollars. The Church here something—one hundred dollars or such a matter. Skaggs, for his stable, three hundred dollars; and very many other jobs of a similar kind, which I think would account for the amount of money

I put in my house. And having this money, I had a right to build my house.

*Mr. Delaney*—I would like to ask Mr. Bennett some questions with regard to the Governor's Mansion.

*Witness*—I would like to answer them.

Q.—Were you architect of that building?

A.—Yes, sir.

Q.—When were you employed?

A.—I was employed at the same time I was here, I think.

Q.—That was in August?

A.—I think it was in August; that is my recollection; the same time.

Q.—What was the agreement? How long were you to receive compensation as architect?

A.—I was to receive compensation—the compensation already fixed for the first six months, which was rated at two hundred dollars a month. There was a discussion took place as to my salary. The first six months on this building I gave Mr. Kenitzer two hundred dollars and took one hundred dollars for myself; and that matter came up. We had made that arrangement. They were already paying one hundred and fifty dollars up there. Then they said: "We will allow you two hundred dollars a month on the Mansion for the first six months." No other arrangements were entered into after that. It was then fixed at one hundred and fifty dollars and two hundred dollars. They never changed it.

Q.—How long did you continue to draw salary as architect on that building?

A.—I continued to draw it up to the time—well, up to within one month before I quit here, and I should have had that month, because I had the work going on there to finish up the portico, etc. I worked here night and day to get this building ready for the Legislature. And for the last month, working night and day and Sundays, I got one hundred and seventeen dollars.

Q.—How many men were employed on the Governor's Mansion during the months of March, April, May, and June of eighteen hundred and seventy-one.

A.—I cannot tell; Mr. King's payroll would tell that. There was a portion of the time that the men's time was transferred to the payroll from this building. We had no funds there and it was necessary to inclose the building to keep it from the weather. There were not funds enough to pay those men with and the orders were drawn on the State Capitol Fund. That you will see in Governor Haight's report.

Q.—The payroll of the Executive Mansion shows that during the months of March, April, May, and June, there were only four men engaged there.

A.—I understand that. That is very true.

*Mr. Mott*—One or two questions that I believe never were brought up. Did it become your province to audit the bills for these radiators, furnished by Hobson & Ayers?

A.—I did not.

Q.—You had no occasion to audit that?

A.—I didn't audit it at all; I saw the bills and laid them before the Commissioners.

Q.—You never had anything to do with the auditing?

A.—No, sir.

Q.—Who furnished the castings for the Capitol?

A.—They were furnished by the Miners' Foundry.

Q.—Under a contract?

A.—Yes, sir; that was let to the lowest bidder, I believe; still, it was before my time.

Q.—Under a contract made before you came here?

A.—So I understood; yes, I know it was, because I think I made inquiry of the Secretary of State.

Q.—Do you know the price per pound that was paid for that casting?

A.—I know it was published at the time; six or six and a half cents; I don't remember.

Q.—Was there any way of checking off the weights to know whether their bills were correct?

A.—Kenitzer weighed the iron in San Francisco and sent me the weights, and the bill was made out here, by the timekeeper, for the amounts.

*Mr. Delaney*—Was the contract changed after you became architect?

A.—No, sir.

Q.—As to dimensions?

A.—Dimensions of what?

Q.—Of the iron castings.

A.—Well, we had no drawings when I came here for the dome at all; they were all new drawings. This contract, as I understand it, was for all the castings of the building that were to be used in and about the building in its construction. I wish to hand in that communication I spoke of, as I understand you are going to have this evidence printed; it is relative to some of Mr. Cummings' wild statements; I want to show it by his own report.

## TESTIMONY OF E. R. ROBINSON.

*Mr. Delaney*—Were you employed on this building?

Answer—Yes, sir.

Question—When?

A.—I think it was in the month of March, eighteen hundred and seventy-one; I believe March or April; somewhere along there. I think it was in the month of March.

Q.—How many months have you been employed there altogether?

A.—I have worked up to the seventeenth of December, I think, eighteen hundred and seventy-one.

Q.—In what department did you work?

A.—I worked part of the time with the painters. From there I was invited on the inside by the Capitol Commissioners, or with the consent of the Capitol Commissioners, to help Mr. Beverage, the timekeeper, and also Mr. Shaw in the Treasurer's office on the Capitol Commissioners' books.

Q.—Did you still continue to draw your salary as a painter?

A.—Yes, sir; and it was worth a great deal more after leaving the painters' gang.

Q.—Did you get any other compensation?

A.—No, sir.

Q.—Was there any extra time allowed to you on account of the low rate?

A.—No, sir; I worked a great deal here at night on the payroll. I worked two or three times all night on it to have it ready next day for the Capitol Commissioners.

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### TESTIMONY OF N. DREW.

*Mr. Delaney*—Did you present a bill for lumber furnished to this building to the amount of six thousand dollars and upwards in the months of October and November?

Answer—There was one presented in November.

Question—Was that bill correct?

A.—No, sir.

Q.—Will you please to state to the committee in what respect it was incorrect, and all connected with it?

A.—Yes, I will; the bill was kept back; it had been our custom, by order of the Board and the architect, to have our bills in on the morning of the twenty-sixth of every month; we had done so up to this time; we were asked to hold it over this time, as they were getting stuff and making ready for this session of the Legislature; there was considerable stuff that had been ordered that had not been delivered. In my absence, they came down in a hurry for the bill—wanted the bill sent up with the orders we had upon the books—saying that it would take some time to finish up the work then contemplated. I will explain this much as far as Mr. Bennett is concerned: In his testimony, he says that he himself ordered but very little material; he occasionally ordered some; but the foremen of the carpenters—there were three or four of them—would come and give an order for this particular work, and the bill was sent up with all these orders that we had received; and making one order we got mixed. It got mixed in this way: We received from Mr. Langdon, stair builder, an order—or rather, first we received from Mr. Alexander an order for all the material drove into the dome stairs or rotunda stairs. In order to get it out at once—that was somewhere about the middle of the month, I think; from the middle to the twentieth—we sent it to the mill to have it worked; we sent the order to the lower yard—just the copy of the order signed on the book—we sent to the lower yard and got it out, and sent it to the mill; and we charged it, of course, as anybody else would; about the time it was out and ready, they said, “Do not send it up until we send for it.” About two days afterwards, Mr. Langdon came down and went to the lower yard, without coming to the office at all; we at the office knew nothing of it; he picked out the same material, or material to do the same work—not the same material precisely, because you cannot find two men that are going to do the same job, that will purchase the same material for the same precise work; each man has his idea for his own job. He went to the yard and picked the material all out, and it was sent up as fast as it was selected; he selected it mostly himself, and had all our teams to work day after day taking it away; a couple of days; and that order got on the books twice; the material which was picked out and sent to the mill we took back afterwards; I happened to be away when the bill was sent in; we took it back and put it in the yard, and it is there yet.

Q.—What is the value of this bill of lumber that Mr. Alexander ordered?

A.—One thousand dollars.

Q.—How much lumber had you actually furnished?

A.—Just what I got pay for.

Q.—But I don't know how much that is.

A.—About three thousand dollars. We had actually furnished that load which was sent back to the yard, and they should have paid it. But we didn't ask it. We included orders that we had on the order book. We keep an order book for everything that a man wants. Every man who purchases anything that comes to the office at all—comes to our upper office—we keep an order book there in which the order is copied. Then it is taken and sent to the Delivery Clerk at the lower yard. Including orders on the order book which had not been delivered made the discrepancy. As soon as I came home from San Francisco and ascertained the fact, I withdrew the bill.

Q.—Did you ever hear of any irregularity on the part of Mr. Bennett in purchasing lumber and sending it to his building?

A.—No, sir.

Q.—Never heard the circumstance spoken of?

A.—No, sir, I never heard such a thing spoken of; and I know there was no such thing—that is, I know it as well as any man can. I did not deliver the lumber myself, I did not put it on the wagons, and did not drive the teams.

Q.—What did you hear said about it?

A.—I heard it said on the street that there was such a thing; but I positively say about that there never was any such thing in any shape or form.

*Mr. Bennett*—I would like to have Mr. Drew state where I bought my lumber.

*Witness*—You bought your lumber and had your house built pretty much previous to your coming into this building at all; it was nearly done then. You bought of Friend & Terry, my neighbors—all with the exception of the sidewalk, and you tried your best to buy that there, but did not for the reason that they did not have it. There has something been stated about some shingles. I was asked a question about a lot of shingles being charged to the Capitol building. They were shingles that were used on the Mansion. They were paid for out of the Capitol Fund for the reason that the Mansion Fund was exhausted, and they had to cover the building.

*Mr. McCullough*—[To Mr. Bennett]—How many foremen were there employed on this building?

*Mr. Bennett*—Twelve.

*Mr. Delaney*—[To Mr. Drew]—Was your material furnished under contract?

A.—It was; all of it.

Q.—Were invitations for proposals advertised?

A.—Yes, sir. My material was furnished under contract. I think in May, after the election of Governor Haight. I have furnished all the material, or nearly all the material in this building from the commencement.

Q.—All the lumber?

A.—All the lumber. Yes, sir. It has been the custom of every new administration that came in, when they came in, to get the work, to advertise for bids. And in every instance I was the successful bidder.



In May or June, after Mr. Haight came into office and in the Board, they advertised for proposals for lumber: what would be necessary to finish the building. Hold on a moment! I do not think they advertised at that time, but sent out written circulars. Either one or the other. I claimed at that time that I had the contract under the old Board. They ignored that fact, and I had to bid again. And then with the distinct understanding that that contract was to hold until the building was completed, and the price to be fixed per thousand for the principal material; rough lumber, redwood and pine, and some half a dozen different items; the principal articles. My bid was twenty-five dollars and fifty cents per thousand feet, delivered on the ground, with the understanding that the warrants would not be lasting more than from eight to twelve months, never to exceed twelve months, before they were paid. They ran along thus during that administration or a portion of it; in fact, all the way through until the building was completed; that is, up to the commencement of this session. The price, however, was scarcely ever charged. After three or four months, I paid no attention to the price of my contract. After awhile they were paying cash, and I reduced the price of my lumber down to as low as I was selling to any cash customer or individual in the town. As long as they paid money, I considered that the price of lumber. All I wanted was my money and a legitimate profit. I did not care about anything else. So I charged twenty-two dollars and twenty-one dollars for lumber that I could have charged twenty-five dollars and fifty cents for, for nearly a year. And during Bennett's administration here, Dr. Nichols spoke to me about it, and asked me if I was charging the contract price. I told him no. That all I wanted was my money back, and a fair legitimate profit in my business; that I did not want any more. After it got along for two or two and a half years, I charged a good deal more than twenty-five dollars. I think I went as high as twenty-seven dollars. The mansion was bid for by advertisement in a published paper.

The Committee adjourned.

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FRIDAY EVENING, March 22d, 1872.

### TESTIMONY OF GEORGE F. BEVERAGE.

*Mr. Mott*, of Sacramento—Were you employed to work on this Capitol?

Answer—Yes, sir.

Question—In what capacity?

A.—As painter.

Q.—In the painters' gang?

A.—Yes, sir.

Q.—Who was foreman of the gang?

A.—I was in Shrader's and in Jones' gang.

Q.—How long did you work on the Capitol?

A.—I worked somewhere along about a month altogether—may be a little more, may be a little less

Q.—Did your name appear on the books as George F. Beverage?

A.—No, sir; it appeared on the books as George Fisher.

Q.—What was the reason why you did not put your name down at full length on the books?

A.—I don't know. Father said not to put it down in full; some might object. Mr. Bennett told me to put it down as such.

Q.—So you appeared on the books as George Fisher?

A.—Yes, sir.

Q.—What wages did you draw?

A.—Three dollars and eighty-five cents, and three dollars and fifty cents, with ten per cent addtl.

Q.—Did you draw that money yourself?

A.—Yes, sir.

Q.—Did you ever work at the painting business before you came to work on this building?

A.—I worked about a month at it, that is all; I was just working for my father; I was not in any part business.

Q.—What kind of work did you do when at work on the State Capitol?

A.—I was more a helper than anything else.

Q.—Mixing paints?

A.—Yes, sir.

Q.—How old are you?

A.—I am going on seventeen.

Q.—When will you be seventeen?

A.—The sixth of November next.

Q.—Then, when you worked here you were going on sixteen?

A.—Yes, sir.

*Mr. Delaney*—Were you not ever registered under any other name?

A.—No, sir.

Q.—Do you know George Montford?

A.—I do not.

Q.—Did you ever draw a warrant under that name?

A.—No, sir.

Q.—Did you ever tell anybody that you did?

A.—No, sir, I did not.

Q.—Did you ever tell G. W. Walker that you did?

A.—I did not.

Q.—What month did you work here?

A.—I do not exactly know the month.

Q.—Have you ever examined this book? Or would you know if you had examined it?

A.—I suppose so.

Q.—Please examine this book. Turn to the month of November.

[The witness examined the Capitol payroll.]

*Witness*—Here it is; I commenced on the twenty-fourth of September.

Q.—How long did you work in November?

A.—Four days.

Q.—Is that your signature? [Pointing.]

A.—Yes, sir, that is my signature.

Q.—Now turn to December, I want you to look at one item. I will ask you if you wrote that name, George Montfort?

A.—No, sir; I did not.

Q.—Do you know who wrote that name?

A.—I do not; I did not have the books in my charge.

Q.—Have you drawn your warrant for the work done in December?

A.—Yes, sir.

Q.—You have not receipted for it.

A.—I receipted back there. [Pointing]

Q.—For December?

A.—Yes, sir.

Q.—This is December here. [Pointing.]

Witness—No, sir; this is November.

Q.—This is December.

A.—Well, I have not receipted there; there was no receipting then; we got time certificates then.

Q.—What part of the month of December did you work in Mr. Jones' gang?

A.—I cannot tell; I believe I worked from the first to the thirty-first; probably there was a few days I did not work.

Q.—Do you know this man? [Pointing to Mr. White.]

A.—I do.

Q.—Did you ever tell him that you drew a warrant in the name of George Montfort?

A.—No, sir; I did not.

### TESTIMONY OF G. W. WHITE.

*Mr. Delaney*—Did this young man tell you that he had drawn a warrant in the name of George Montfort?

Answer—Yes, sir; he told me that in Governor Stanford's house, or by Governor Stanford's house, and I believe there were two other men there present at the time—Mr. Powell and Mr. Roach, generally called Samuel.

Question—What did he tell you about it?

A.—He told me he had drawn one hundred and fourteen dollars and some cents.

*Mr. Beverage*—Oh, you must be mistaken.

*Mr. Mott*—Well, gentlemen, you will keep order. Now, Mr. White, give us the exact conversation; tell us how the subject came up, and what he said to you?

A.—Well, I can tell how the matter came up exactly. He was going along one day—or first I should say that I was in the Controller's office, and he asked me to find out what name Captain Beverage's son went by. He asked me if he did not go by the name of Montfort. I told him I did not know; I told him I would find out for him. He said he wished I would. So as I was coming along one day I met and passed Mr. Beverage, and then I turned round and said: "How are you, Montfort?" Then he turned round and said: "How are you?" Don't you recollect that? [Addressing Mr. Beverage.]

*Mr. Beverage*—Yes, sir, I recollect that; but I might misunderstand what you meant by it.

Mr. White then went on to say or to ask him if he did not draw a warrant in that name. I asked him if he did not drop in that way. He said he did. He had no object in asking him the question, other than on account of a request of the Controller's Clerk. Don't you recollect that conversation? [Addressing Mr. Beverage.]

*Mr. Beverage*—I recollect something about it.

*Mr. White*—Don't you recollect I asked you that question?

*Mr. Beverage*—Yes, sir; I recollect you called me Montfort.

*Mr. White*—Well, you don't pretend to deny here but what that conversation took place?

*Mr. Mott*—Order, gentlemen, order.

*Mr. White*—Well, I believe that is all the conversation I had. *Mr. Powell* was there, and *Mr. Roach*; and I would not be positive whether *Mr. Roach* was there or not.

Q.—Where was this?

A.—In Governor Stanford's building. He was working for *Shrader* at the same time I was.

### TESTIMONY OF GEORGE F. BEVERAGE—RECALLED.

*Mr. Delaney*—Do you know whether there were any other fictitious names on this book?

Answer—I do not.

*Mr. Mott*—Do you know any one who worked on the Capitol by the name of *George Montfort*?

A.—I do not.

*Mr. Delaney*—I would like to have this boy write the name of *George Montfort*?

[*Mr. Beverage* wrote the name of *George Montfort* in one of the books of the Clerk of the committee.]

### TESTIMONY OF THOMAS JONES.

*Mr. Delaney*—Did you ever draw any man's money here on his warrant?

Answer—I did draw one man's warrant for seventeen days' work. And I drew another man's warrant—whether for a part or the whole of the month, I do not know.

Question—Were those two all that you drew?

A.—They were all that I drew. You can easily find by reference to the book as to the facts; by the power of attorney at the bottom of the book. It was the latter part of the work.

Q.—Why did you draw those warrants?

A.—Because I advanced the money. And I can tell the reason why I done it. In one case it was a young man who was in a good deal of distress; and I gave him some money to pay his board and to get some clothes. And I never got the money back which I let him have. That was one case. And I lost money in every instance by the operation. I know I allowed eighty-five cents for the scrip when it was worth but eighty. Another young man wanted to get money together to go home. They both quit here a little after December, and went to Chicago. I did it out of charity. It was no matter of gain to me. And this was so much the case that I finally refused to make any advances of the kind. I did not exactly know what scrip was worth, and I was out of pocket by the operation.

Q.—You say you never drew but two men's warrants?

A.—I do not think I did; if I did I do not deny it; if you can show

me any other one on the books, I admit; but don't remember; I know what you allude to; parties may be under the impression that I made money by discounting warrants; but I did not; what I did was out of charity, or a disposition to be accommodating to these workmen; the men were in the habit of discounting their pay at a whisky saloon; they would get an order for their time when it would amount to fifteen or twenty dollars, and certificate of the amount of work, of the number of days, and go and sell it for whisky; the saloon keeper would give them an order, after discounting their certificates, and charge fifty cents in addition—in addition to deducting the discount on the scrip, he would charge fifty cents; and then they would probably spend most all their money for liquor in the saloon; consequently, on Monday morning, they would be without a cent; I tried to persuade the men to do different, and offered to let them have money along so that they would not be under the necessity of getting these orders; but I soon got tired trying to check the dissipation; and Dr. Nichols tried also to stop this sort of thing; it was ruinous to these men; but it was of no use. I never had the power of attorney from any one else that I know of; I used to remonstrate with these men for squandering their money week after week and month after month; they would not have a cent at the end of their work; I talked to them and told them that if they wanted a little money to get along with, I was willing to help them, so they would not be under any sort of excuse for this kind of dissipation, and I tried to convince them of their losing their labor by throwing their money away in this style; I for a time talked this way to three or four men whom I respected—and they were good men—and I begged them to reform in this particular; I said to them that I would give them the money for their time, and would not charge them anything extra for it, and I did do it; one I let have ten dollars, and another I let have five dollars, at a time—just a little; but I only did that for a couple of weeks, as I found I was only losing my money; for when they got their money, they would slip off into the saloon and squander it, and I might whistle for my money; I only did this for two or three men, as I remember, and I did not get any warrants from them, or any money back.

Q.—Do you say you never did for a power of attorney?

A.—I never had but three, that is to the best of my belief; I would not swear to it; but I do not think I had another.

Q.—I have got eight here.

A.—There would be two from one, and one from another; one man's name was Rogers; the name of the other man I do not know; he only worked here seventeen days, I think.

Q.—When the men were about leaving this building, you were in the habit of giving them sets of brushes?

A.—No, sir; I never did that in my life; I never gave a man a brush, that I know of.

Q.—Did you give a set of brushes to P. Powell?

A.—No, sir; nor would Mr. Powell say that I did. He is too much of a gentleman. I would believe what he said, and I do not believe he would take them if I gave them to him.

Q.—What became of the brushes and paints?

A.—I expect they are all here yet. All the varnish brushes are here, too, I think, which were not moved to the shop on the lot. I think they were all saved. About three weeks before I quit work I had to

give up my shop here, which I had in one of these rooms. They had to get it ready for the Legislature. There was a kind of brushes left then. The men might have taken some of them away. If they did not do it, somebody else very likely would. They were nearly worn out at the time. The whole lot were not worth five dollars.

Q.—Did you paint this building with worn out brushes?

A.—Well, they did not buy any brushes toward the last.

Q.—What do you mean by toward the last?

A.—Nearly the time when we quit work.

Q.—How long a time was that, actually? That towards the last of it? How many months or weeks or days? How long a time does that cover?

A.—Well, it don't cover any definite time.

*Mr. Mott*—I think the inquiry has gone far enough in this direction. It seems to me that you cannot gain any more valuable information by asking any further questions in this direction. How long did you work on this building?

A.—Very nearly three years.

Q.—As foreman of the gang of painters?

A.—Yes, sir.

Q.—How much were you paid as foreman of the gang?

A.—Part of the time six dollars a day and part of the time seven dollars, according to the value of the scrip.

*Mr. Delaney*—Will you look through that package? [Handing him a package of papers of Mr. Garrigues.]

*The Witness*—I think now of another man—a man that went by the name of Carroll. I believe I cashed a warrant for him.

*Mr. Mott*—You never furnished any materials here?

A.—No, sir; nor did I ever make any money off any man's scrip.

*Mr. Delaney*—Did you, during the month of August, tell the men in your gang to knock off and go and get ready to go on an expedition?

A.—No, sir, I do not think I did.

Q.—At the time when there was a barbecue or some other celebration at Stockton? Did you knock your men off in the course of the afternoon?

A.—No, sir, I never knocked them off. There was a barbecue at Stockton one time, but they did not start for that until night.

Q.—Did you knock your men off to attend a political meeting?

A.—No, sir, I never done anything of the kind.

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## TESTIMONY OF JAMES MAGUIRE.

*Mr. Mott*—Did you furnish the iron work for this Capitol?

Answer—Yes, sir.

Question—For how long?

A.—Well, I did not furnish the iron, but I did the work here; I commenced the work here, as near as I can remember, on the twenty-seventh or twenty-eighth of March, that was about the commencement.

Q.—In what year?

A.—Last year.

Q.—Eighteen hundred and seventy-one?

A.—Yes, sir.

Q.—What arrangement did you make with the architect before you commenced work?

A.—The arrangement was that I would do the work and furnish the tools and men at five dollars per day.

Q.—Were you to charge five dollars per day for the labor of each man and furnish the tools?

A.—And six dollars for myself.

Q.—Who was this arrangement made with?

A.—I and Mr. Bennett.

Q.—How many men did you employ at one time?

A.—I think I had about twelve on the house, if my memory serves me right.

Q.—What was the average number of men that you employed while doing the wrought iron work, for the time you were here?

A.—Probably averaged about nine men.

Q.—What wages did you pay those men?

A.—Three or four dollars per day.

Q.—All of them?

A.—Yes, sir.

Q.—Did you receive, at any time, an additional percentage on the five dollars on account of the depreciation in scrip.

A.—Yes, sir.

Q.—How much?

A.—I forget what it was; I believe it was seven per cent; whatever was allowed I got, I believe.

Q.—Did you have any charge for extras in addition to the regular charge of five or six dollars per day?

A.—No, sir; I had no bills for extras, nor overtime.

*Mr. Delaney*—Did you exact a power of attorney from these men?

A.—Yes, sir.

Q.—Did you receive a power of attorney from each one of these men?

A.—Yes, sir.

Q.—When did you pay them?

A.—I paid them from Saturday night.

Q.—How much?

A.—Three dollars in gold or silver coin.

Q.—Did you pay any percentage to Mr. Bennett, or to any one else, for your contract?

A.—No, sir; I did not pay any percentage, neither direct or indirect, to Mr. Bennett or any one else. Do you understand that now?

*Mr. Delaney*—I understand it.

*Witness*—Nor was any ever asked. Nothing of the kind was ever intimated to me.

Q.—Have you not since that time paid any one any more than three dollars per day?

A.—Yes, sir.

Q.—Will you state the reason why?

A.—The reason why was this: I believe that it might be that through some technical points in the law the men might put me to some trouble in calling for five dollars per day for the time I was contractor on the building.

Q.—These men to whom you paid three dollars?

A.—Yes, sir. And rather than have that trouble I did settle with them and took their receipts in full for all demands.

Q.—How much did you pay in the way of a compromise?

A.—I paid William Mulligan fifteen dollars, as near as I can remember.

Q.—Did you pay a uniform compromise price to each man?

A.—No, sir.

Mr. Baird—You hired these men yourself?

A.—I hired these men to work for me.

Mr. Delaney—What is the value of the use of the tools which you furnished to the State?

A.—I could not tell you.

Q.—Please to approximate.

A.—That is a thing which it would be very hard to do.

Mr. Mott—There is another thing to be considered in that connection—the use of fuel, the coal that was necessary.

Mr. Delaney—Did you furnish the coal?

A.—No, sir; I did not furnish the coal.

Q.—What tools did you furnish?

A.—Drills, and hammers, and anvil.

Q.—Did you furnish all the drills which the men in your employ use?

A.—No, sir, I did not furnish all. We picked up a good many pieces of chisel and used them. When we were short of chisels, we would pick up a piece and manufacture it over. That is done everywhere where men are employed on such work. If they broke a tool they must repair it. And some tools were manufactured on the ground.

Q.—Were any of the tools used by you made by the men in the blacksmith shop attached to this building?

A.—A very small proportion. When they would break a chisel, or tongs, or fuller they would repair it.

Q.—From how many of these men have you received receipts?

A.—I think from all. That is my recollection.

Q.—From all of them?

A.—Yes, sir.

Q.—You say you settled with Mulligan?

A.—Yes, sir; I have his receipt in full.

Mr. Baird—What did the iron work consist of? Girders?

A.—No, sir; ribs and the comb of the dome—the top of the dome. And then we had a great deal of coal with the cast iron which was connected. I was doing this work cheaper than ever I did any work for private parties. When I do work by the day, I generally get better pay than I got here.

Q.—What do you generally have per day?

A.—From six dollars to six dollars and fifty cents. The Savings Bank here paid me six dollars and fifty cents for my men.

Q.—And you would make your profits on the wages of the men as well as in general on your contract?

A.—Yes, sir.

Q.—Is that the usual custom?

A.—Yes, sir. And I considered that if I had these men working in my shop I could make more than three dollars per day off of them.

Q.—Did you remain of your own accord?

A.—Of my own accord. That was the understanding from the outset. I was to have full pay, hire whom I pleased.

Q.—Did you consult with the architect about whom you should select?

A.—No, sir. I believe I did put one man on the work at his suggestion. I know I refused two or three which he recommended. And I



refused to put on a man which Dr. Nichols suggested, inside of a week after I came here. And that was the only man he did suggest to me.

Q.—Did you refuse to give a man employment who asked you for it, until after you had consulted with Mr. Bennett?

Witness—I do not understand the question.

Mr. Mott—Did you refuse to give a man work who asked for it until you could consult with Mr. Bennett, the architect?

A.—I never consulted with Mr. Bennett in that respect.

Mr. Delaney—The question was, did you refuse to give a man employment on your work until after you had consulted with Mr. Bennett to say whether you should employ him or not?

A.—I don't know whether he had been to Mr. Bennett or not. I recollect that there was a time when Mr. Bennett was hurrying me up very much in regard to work; and for some reason or other—maybe it was because I could not get the proper material or had not room to put the men at work—the complaint about the work not progressing as I wanted to have it. I know I was delayed for lack of iron. And it was at this time such a thing might have come up. I might have asked Mr. Bennett if I should set some man at work. I might have wanted some more men to work in the same department, and have asked him for some man. But I state now that the understanding was that I was to have full charge and control of my own men. I was to hire every man I saw fit. I suppose that that covers the ground.

### TESTIMONY OF THOMAS JONES—RECALLED.

Mr. Delaney—I want to ask Mr. Jones if he ever had George Montfort at work for him?

Answer—No, sir.

Question—His name appears here?

A.—I don't know him.

Q.—You do not know him?

A.—No, sir.

Q.—Was any such man employed on this building under you?

A.—No, sir; not that I know of.

Mr. Delaney—Mr. White, do you remember such a man working here?

Mr. White—No, sir.

### TESTIMONY OF JAMES WOOD.

Mr. Delaney—Mr. Wood worked for Mr. Maguire.

Mr. Mott—Did you work under Mr. Maguire on this Capitol?

Answer—On the cast iron work. Not on the wrought iron.

Question—What was the character of the work you did?

A.—Chipping and drilling; and helping them set these columns. Straightening the bases.

Q.—What time was this?

A.—I hardly know. It was along the first part of the season. In the Spring.

Q.—Of eighteen hundred and seventy-one?

A.—Yes, sir.

Q.—How much were you paid?

A.—Three dollars per day.

Q.—By Mr. Maguire?

A.—Yes, sir.

Q.—Are you a blacksmith by trade?

A.—No, sir.

Q.—Have you a trade?

A.—Carpenter. My father was a blacksmith. I have worked at iron a good deal in my younger days.

Q.—Were there any other men doing the same work you were doing?

A.—Yes, sir.

Q.—How many?

A.—From four to six; sometimes as many as seven or eight.

Q.—Did you receive your warrants?

A.—No, sir; Mr. Maguire paid me every week while I worked for him. I worked some time after he quit and went away. Then I got my warrants.

Q.—Did you give a power of attorney to Mr. Maguire?

A.—Yes, sir, I did.

Mr. Delaney—Did you know at the time you gave this power of attorney what wages were being drawn from the State on your account?

A.—I did not, sir.

Q.—Have you received anything more than three dollars per day for your services?

A.—Me and Mr. Maguire settled, and I gave him a receipt.

Q.—How much more did you receive?

A.—Twenty dollars.

Q.—What did you take that twenty dollars for?

A.—Well, I was going to sue him, after I found out he was getting five dollars per day on my account, and giving me only three dollars.

Q.—Did you contract to work for three dollars per day?

A.—No, sir, I made no contract about it. Mr. Bennett sent me to him (Mr. Maguire), to go to work; and then the men told me that three dollars per day was all that they were getting.

Q.—Then you heard of the amount of wages from other men after you went to work for Mr. Maguire?

A.—Yes, sir.

Mr. Baird—You say you were about to sue him?

A.—That was my calculation.

Q.—For what? How was you going to make out a case?

A.—I thought I was entitled to all the pay that was coming from the State, and I found out he was getting five dollars per day.

Q.—Didn't you know that that was the practice among all gangs of workmen—carpenters and painters and blacksmiths, and everybody else—that the boss got more wages than the men, on such work as you performed?

A.—Not on State work.

Q.—Don't you know that that is the common practice where work is done for private parties?

A.—Yes, sir, it is quite probable it is.

## TESTIMONY OF WILLIAM MULLIGAN.

*Mr. Mott*—Did you work on this Capitol?

Answer—I did, sir.

Question—At what time?

A.—Well, as to dates I am not very sure that I recollect; I never kept any account.

Q.—About the time?

A.—I think it was in May that I commenced; about that time.

Q.—What kind of work did you do?

A.—I chipped on some of these castings—chipped over some rough places, and helped to fit the bases of these columns.

Q.—How long did you work?

A.—Seventeen and a half days.

Q.—What is your trade?

A.—I served my time as a machinist, but I have never worked at the business of any account since I came to the State.

Q.—Who employed you?

A.—Mr. Maguire.

Q.—How much did he pay you?

A.—Three dollars per day.

Q.—Do you know how much the State paid for your labor?

A.—I do not know up to a certain time; I did not know until a certain time; from a conversation I had with one of the other workmen, after I had worked here some time, I ascertained; I cannot state exactly how long that was, I think it was pretty near the time I quit.

Q.—Did you ever receive any other money from Maguire except the three dollars per day?

A.—I have, since that time.

Q.—How much?

A.—Fifteen dollars.

Q.—What for?

A.—I presume it was money that I considered was due me; a portion of that which I considered due me.

Q.—Did you have a bargain with Mr. Maguire as to how much he should pay for your work?

A.—I think he told me the wages were three dollars per day.

Q.—When you found the State was paying five dollars per day for your labor you thought that you ought to have it?

A.—I thought so.

*Mr. Delaney*—I want the committee to look at Montfort's signature and the signature of this young man.

*Mr. Mott*—They are not written by the same person.

## TESTIMONY OF THOMAS JONES—RECALLED.

*Mr. Mott*—You say that in December, when the payroll was presented to the Board of Examiners, there was a number of names of men who did not work at all on the building?

Answer—Yes, sir; there were two, any way; you can see that on the

book; I would know the men's names as soon as I should see them; they are names which I did not know as belonging to men who worked here.

Question—And other men's names were down for more labor than they had done?

A.—Yes, sir; but the Board never allowed it; they took my book for the rule, and where my book called for twenty-eight days and the other book called for thirty, they took my book.

Q.—These discrepancies between these books were taken in the month of December?

A.—They were taken at that time.

Q.—Did you ever know of any discrepancies before?

A.—No, sir.

Mr. Delaney—Did you ever know, or did you have any means of knowing, what names were entered on that book during previous months?

A.—No, sir; I could not have known; they did not tell me anything about their business; and if those gentlemen had not come before the Board of Examiners, these names, I would not have known it at all.

Mr. Mott—Might not the same thing have occurred without your knowledge?

A.—If the men were paid more than was due them, it is not likely that I would be told about it; all I can say is that my book is right.

Q.—Have you any other book?

A.—Yes, sir; this is only for one month.

Q.—Can you bring your other book before the committee?

A.—I think I can find it; there should be a third book; I might have left it before the Board; I could not say whether I did or not.

Q.—If you find it, please bring it to Mr. Delaney.

A.—Yes, sir.

Mr. Delaney—Can you tell what month you have got here?

A.—The date is marked here; [pointing,] but I cannot say what month this page is; the roll ran from one page here to another, as you can see.

[Mr. Delaney and Mr. Mott compared the number of names on two different rolls, as entered in Mr. Jones' book and in the State Capitol official record.]

Mr. Mott said that Mr. Delaney could make further comparisons at his leisure.

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R E P O R T

OF THE

Board of Tide Land Commissioners

AND THE

S T A T E B O A R D,

FROM NOVEMBER 1, 1869, TO AUGUST 1, 1871.

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D. W. GELWICKS.....STATE PRINTER.

## REPORT.

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SAN FRANCISCO, August 1st, 1871.

To His Excellency,  
H. H. HAIGHT,  
Governor of California :

SIR : We have the honor herewith to submit the following biennial report on the survey and disposal of certain salt marsh and tide lands belonging to the State of California, made in pursuance of an Act entitled an Act to survey and dispose of certain salt marsh and tide lands belonging to the State of California, approved March thirtieth, eighteen hundred and sixty-eight, and also an Act supplementary to and amendatory of an Act entitled an Act to survey and dispose of certain salt marsh and tide lands belonging to the State of California, approved March thirtieth, eighteen hundred and sixty-eight, approved April first, eighteen hundred and seventy :

### LITIGATION.

At the time of submitting our last report—to wit : November first, eighteen hundred and sixty-nine—and for some time subsequent thereto, the action of our Board was retarded by litigation, there being two cases pending in the Supreme Court of this State, in both of which the State of California was made defendant, the titles of the cases being *Farish et als. vs. Coon et als.* (number two thousand four hundred and sixty-four), and *The People, upon the relation of the Attorney-General, vs. B. F. Washington et als.*, the Board of Tide Land Commissioners (number two thousand six hundred and twenty).

In the first case, the plaintiffs claimed adversely to the State, setting forth their claim to ownership by pre-emption and constructive possession, and the location of school land warrants. In this the Court decided against the plaintiffs and in favor of the State. (See Cal. Reports, vol. 40.) In the second case, the action was against the Board of Tide Land Commissioners, to show cause why they did not proceed to sell lands that had been forfeited to the State by the failure of purchasers to make their second payment. The Court directed in this case that the Commissioners proceed to resell, under the fifth section of the Act of March

thirtieth, eighteen hundred and sixty-eight. Both cases were decided at the October term, eighteen hundred and seventy, of the Supreme Court.

#### SALES—POSTPONEMENT.

At the date of our last report an auction sale of tide lands was advertised to take place on the twenty-sixth day of November, eighteen hundred and sixty-nine. While the sale was progressing, process was issued and the necessary papers were served on the Commissioners, restraining them from selling certain property; and the sale was then adjourned, after the Commissioners had disposed of property amounting in the aggregate to forty-one thousand four hundred and seventy-eight dollars and fifty cents; twenty-five per cent. of which—to wit: ten thousand three hundred and sixty-nine dollars and sixty-three cents—was paid at the time of sale and forwarded to the State Treasurer at Sacramento. At a subsequent meeting the sale was postponed and the advertisements were withdrawn.

#### RESALE.

On the ninth of August, eighteen hundred and seventy, all obstacles having been removed by the Supreme Court, an order was made for a resale of the property previously purchased by parties in June, eighteen hundred and sixty-nine, who had failed to make their second payments, and on November fifteenth, eighteen hundred and seventy, the property thus delinquent was resold at public auction, at Platt's Hall, realizing the sum of fifty-seven thousand and six dollars and eighty-five cents, twenty-five per cent. of which (fourteen thousand two hundred and fifty-one dollars and eighty-one cents) was paid into the State treasury.

On the eighteenth day of November, eighteen hundred and seventy, the Board made an order to resell the property sold on September fifteenth, seventeenth, twentieth, twenty-second, twenty-fourth and twenty-seventh, eighteen hundred and sixty-nine, on which purchasers had failed to pay the second instalment, and the resale, at Platt's Hall, took place January fifth, eighteen hundred and seventy-one, aggregating one hundred and eight thousand nine hundred and forty-five dollars and eight cents, the amount of the first instalment (twenty-seven thousand two hundred and thirty-six dollars and forty-four cents) being forwarded to the State Treasurer at Sacramento.

The Board, on the nineteenth day of January, eighteen hundred and seventy-one, passed an order offering for resale the delinquent property sold on November twenty-sixth, eighteen hundred and sixty-nine; also, certain tide lands in Mission Bay, Islais Bay or Cove, and on Islais and Precita Creeks, the latter being offered for sale at public auction for the first time, the sale to take place at Platt's Hall on February twenty-eighth, eighteen hundred and seventy-one. From this sale, which closed out all the salt marsh and tide lands lying south of Second street, in the City and County of San Francisco, within the jurisdiction of the Board, under the Act of March thirtieth, eighteen hundred and sixty-eight, except such portions as have been allowed to claimants as preferred purchasers, was realized the sum of one hundred and eleven thousand six hundred and ninety-five dollars and thirty-five cents, the twenty-five per cent. (twenty-seven thousand nine hundred and twenty-three dollars and eighty-six cents) having been paid to the Commissioners at the time of sale, and subsequently paid into the State treasury.



## ISLAIS CREEK CHANNEL.

On the seventh day of February, eighteen hundred and seventy, the Board adopted a resolution, which met the approval of the State Board of Harbor Commissioners, changing Islais Creek channel. (See pages 77 and 78 of Record of Tide Land Commissioners )

## PROTEST ON THE PART OF THE UNITED STATES GOVERNMENT.

General Ord and Lieutenant Wheeler appeared before the Board, at a meeting held on May sixteenth, eighteen hundred and seventy, making a verbal protest on behalf of the United States Government against the Commissioners taking any action regarding the tide lands in front of the military reservation in the Bay of San Francisco. Action on the subject was postponed until such time as communication might be had with the Secretary of War

## TIDE LANDS AROUND MISSION ROCK.

At a meeting held on the twenty-eighth day of June, eighteen hundred and seventy, a resolution was adopted allowing Henry B. Tichnor the privilege to purchase certain tide lands around Mission Rock, in the Bay of San Francisco, which said lands, as officially surveyed by the Surveyor-General, embrace an area of fourteen and thirty-five one-hundredths (14 35-100) acres, the award being in accordance with the provisions of an Act entitled an Act to provide for the sale and conveyance of certain submerged lands in the City and County of San Francisco to Henry B. Tichnor, approved April fourth, eighteen hundred and seventy, the rate of appraisement being fixed at ten thousand dollars per acre. Not taken up to this date, August first, eighteen hundred and seventy-one.

## CLAIM RELINQUISHED BY THE STATE.

At a regular meeting of the Board, held on Tuesday, September sixth, eighteen hundred and seventy, the following resolution was adopted by a unanimous vote :

It is hereby resolved and adjudged by the Board, that the claim heretofore made by the Board of Tide Land Commissioners in behalf of the State of California, against a portion of Mission Block sixty-eight and a portion of the south half of Mission Block sixty-nine, as salt marsh or tide lands, is not valid ; that said land is not and never was salt marsh or tide land, and that the designation of the same upon said map of salt marsh and tide lands of the City and County of San Francisco as salt marsh land is erroneous, and that the State of California has no right, title or interest in the said land, to wit : said Mission Block sixty-eight and the said south half of Mission Block sixty-nine.

## PREFERRED PURCHASERS.

At a meeting held on Tuesday, September twenty-seventh, eighteen hundred and seventy, a resolution was adopted allowing R. K. Rogers, John A. Roy and W. H. Warden, petitioners under the fifth section of the Act of March thirtieth, eighteen hundred and sixty-eight, the privilege to purchase certain salt marsh land in the vicinity of Precita Creek,

the appraisement being fixed at eight thousand dollars, the twenty-five per cent. of which (two thousand dollars) was paid to the Commissioners at the date of the passage of the resolution, and subsequently paid into the State treasury.

#### CHANGE OF BOUNDARY LINE.

There being a conflict as to the boundary line of the salt marsh and tide lands belonging to the State and the Haley and O'Neil property, in fractional blocks numbered ninety-four and ninety-five, as shown by the map of the United States survey, made by Wm. P. Humphreys, County Surveyor of the City and County of San Francisco, and the official survey made by G. F. Allardt for the Board of Tide Land Commissioners, and one of the purchasers at the tide land sale of September twenty-seventh, eighteen hundred and sixty-nine (D. W. Douthitt) having refused to pay his second instalment of twenty-five per cent. on purchase of portion of fractional block ninety-four for reason and on account of said conflict of boundary in said blocks ninety-four and ninety-five, the Board, at a meeting held on Thursday, January nineteenth, eighteen hundred and seventy-one, unanimously adopted the following:

Now, for the purpose of adjusting the difficulty regarding the conflict of lines, it is ordered that the boundary between the salt marsh and tide lands belonging to the State and the owners of the Haley and O'Neil tract, in said blocks ninety-four and ninety-five, in the official map of the Tide Land Commissioners, is hereby ordered to be changed, and the line of the United States survey, as shown on the map certified to by Wm. P. Humphreys, Surveyor of the City and County of San Francisco, in blocks ninety-four and ninety-five, is adopted; said line being described as follows, to wit: Beginning on the westerly line of Railroad avenue, in block ninety-five, distant one hundred and twenty-nine feet southerly from Fifth avenue; thence in a straight line to the southwest corner of Fifth avenue and Q street, being the most northerly corner of block ninety-four.

#### FORMATION OF SURVEYING PARTIES.

The Act of April first, eighteen hundred and seventy, which is amendatory of and supplementary to the Act under which the Board of Tide Land Commissioners organized in eighteen hundred and sixty-eight, provides that the Commissioners shall have the charge and disposition of all salt marsh and tide lands lying under water, belonging to the State of California, and situate in the City and County of San Francisco, and all the salt marsh and tide lands, to nine feet of water at extreme low tide, within five statute miles of the extreme boundaries of said city and county, as fixed and established in section one of an amendatory and supplementary Act, approved April eighteenth, eighteen hundred and fifty-seven. (See Statutes 1869-70, page 541.) Section second of the Act of April first, eighteen hundred and seventy, provides that the Commissioners shall have the lands lying outside the boundary line of said county and within five miles thereof, as aforesaid, surveyed to a depth of nine feet of water at the lowest stage of the tide, subdivide the same into lots, establish basins, etc.; and under the provisions of this section the Commissioners, at a meeting held on Thursday, April twenty-first, eighteen hundred and seventy, organized a

topographical and a hydrographical party, with G. F. Allardt as Chief Engineer and Surveyor, and immediately placed the parties, to the number of twenty-seven men, in the field, the initial point of the survey being at Lime Point, Marin County.

For a full history of the survey we refer your Excellency to the report of Chief Engineer Allardt, which accompanies this.

#### NOTICE TO COMPROMISE CLAIMANTS.

At a meeting of the Board, held on Monday, May sixteenth, eighteen hundred and seventy, the Secretary was instructed to have the following notice published for one month in the *Daily Examiner*, *Morning Call*, *Evening Bulletin* and *California Demokrat*:

#### NOTICE.

Notice is hereby given to parties living on and in possession of what was formerly salt marsh land, situate and adjoining Mission Creek, and on the north and west of said creek, and more particularly known as lands sold under the Johnson administration—such sales having been declared illegal by the Supreme Court and no title passing—who are desirous to perfect their title, that they can procure the State's title by making arrangements with the Tide Land Commissioners under the Tide Land Act, approved April first, eighteen hundred and seventy. All such sales to be approved by and with the consent of the State Board, and by the advice of the Attorney-General of the State.

Parties making application for such title must file with the Commissioners, at their office, southwest corner of Clay and Kearny streets, room twelve, an abstract of title and an accurate plat of lands in their possession, sworn to before any person competent to administer an oath.

BENJ. F. WASHINGTON,  
H. P. COON,  
L. L. BULLOCK,  
Board of Tide Land Commissioners.

W. S. BYRNE, Secretary.

#### RESOLUTIONS AS TO STREETS—ENLARGING SOUTH BASIN.

At the meeting above referred to the appended resolutions were unanimously adopted:

*Resolved*, That Tulare street, as established by a resolution of this Board, dated March nineteenth, eighteen hundred and sixty-nine (see page 40 of Tide Land Records), is altered so as to conform to and be adjacent to the northerly line of Islais Creek channel, as officially established by an amended resolution, adopted February eighth, eighteen hundred and seventy, by the State Board of Harbor Commissioners; said Tulare street to be sixty-six feet in width from the water line front to the westerly line of Texas street, and to be twenty-six feet in width from the westerly line of Texas street to the intersection with the easterly boundary line of the Rancho de las Salinas y Potrero Viejo.

*Resolved*, That the northerly line of Islais street be also altered so as to conform to the southerly line of said Islais Creek channel, as established by said amended resolution of the Board of State Harbor Commissioners.

*Resolved*, That the tide lands lying southeasterly of A street, and between Nineteenth avenue and the open canal, be thrown into and made a part of South Basin.

*Resolved*, That the following described blocks of tide lands be dedicated to and reserved for market places and other public uses, viz: The block bounded by Eighteenth and Nineteenth avenues, B and C streets, and the block bounded by Nineteenth and Twentieth avenues, B and C streets.

#### RESIGNATION AND APPOINTMENT OF COMMISSIONER.

H. P. Coon, appointed one of the Tide Land Commissioners under the Act of March thirtieth, eighteen hundred and sixty-eight, having resigned, Rodmond Gibbons was appointed to fill the vacancy, his appointment dating from August first, eighteen hundred and seventy.

#### MARIN COUNTY.

The Board, on Monday, April third, eighteen hundred and seventy-one, unanimously adopted a resolution establishing the nine-foot water line along the shore line of Marin County, in San Francisco and San Pablo Bays, up to the five-mile limit; established a system of lots, one hundred by three hundred, up to Front street, in Old Sausalito, out to the nine-foot water line; a system of blocks, two hundred and forty by four hundred, in front of New Sausalito, conforming to the plan of the Sausalito Land and Ferry Company, and established Humboldt, Donahue and Railroad avenues, in front of New Sausalito. On the east side of Richardson's Bay, and opposite the Town of New Sausalito, the tide lands were subdivided in lots of twenty acres each, and fractions of such lots, this system being generally adopted throughout the county. Sausalito Basin, in Richardson's Bay, containing about six hundred and fifty acres, was established at the same meeting; also, Rosedale, Coyote, Sausalito, Salt Works, Oyster, Brick Yard, Middle, East, Corte Madera, San Rafael and Gallinas Canals. (See Tide Land Records, pages 136, 137, 138, 139, 140 and 141.)

At the same meeting a resolution was adopted reserving temporarily from auction sale tide lands previously located and entered into by the citizens of the State in Marin County.

#### SALES—RAILROAD RIGHT OF WAY.

The first sale of tide lands in Marin County, which was ordered at a meeting held on Friday, April seventh, eighteen hundred and seventy-one, and regularly advertised, embraced lands in Richardson's Bay, on Raccoon Straits, along the shore of San Francisco Bay, and between Raccoon Straits and Point San Quentin. The sale was made at Platt's Hall, by John Middleton, State Auctioneer, on May eighteenth, twentieth and twenty-third, eighteen hundred and seventy-one, the amount realized being sixty thousand nine hundred and ninety-six dollars and eighty-four cents, the first payment (fifteen thousand two hundred and forty-nine dollars and twenty-four cents) of which was made at the time of sale, and afterward forwarded to the State Treasurer at Sacramento.

The annexed resolution was unanimously passed on Tuesday, May sixteenth, eighteen hundred and seventy-one:

*Resolved*, That the following described area of salt marsh and tide lands in Richardson's Bay be reserved from sale, and the same be dedicated for a right of way for railroad purposes, viz: Being a strip of land of a uniform width of one hundred feet, the centre line of which is described as follows, to wit: Beginning at the intersection of the centre line of Railroad avenue with the northerly boundary of the franchise granted by Act of the Legislature, approved April seventh, eighteen hundred and seventy, to the Saucelito Land and Ferry Company; thence northwesterly and along the centre line of said Railroad avenue to its intersection with the southerly line of Coyote Canal; thence continuing in the same direction and along the centre line of Railroad avenue, if extended, to its intersection with the inner line of the salt marsh in lot numbered two hundred and eighty-eight; said right of way being one hundred feet in width, or fifty feet on each side of said centre line.

#### RESOLUTIONS IN REGARD TO CLAIMANTS.

At the meeting above referred to the following resolutions were unanimously adopted:

*Resolved*, That those portions of salt marsh and tide lands lying in the County of Marin, State of California, and within five miles of the exterior boundary of the County of San Francisco, now under the jurisdiction of this Board, under and by virtue of the Act entitled an Act supplementary to and amendatory of an Act entitled an Act to survey and dispose of certain salt marsh and tide lands belonging to the State of California, approved March thirtieth, eighteen hundred and sixty-eight, approved April first, eighteen hundred and seventy, and surveyed by this Board, that have been previously located, surveyed and full payment of said lands made to the County Treasurer of Marin County, by citizens of this State, under the impression that said locators had a legal right to locate and buy said lands under various previous Acts regarding the sale of salt marsh and tide lands, are hereby withheld from sale, and that the separate individual locators shall have the right to buy their separate pieces of salt marsh and tide lands according to their corrected survey and plat, at an appraised value to be made by the Tide Land Commissioners—the appraisement to be made on a basis of and in accordance with prices received at the auction sale of lands in the immediate proximity of the reserved lots. (See page 146 of Tide Land Records for list of parties embraced in the foregoing resolution.)

*Resolved*, That citizens of the United States of America petitioning the Board of Tide Land Commissioners for salt marsh and tide lands within five miles of the exterior of the County of San Francisco, and situate in Marin County, for the privilege of buying at private sale their mentioned and described portions of said lands on account of actual possession and of improvements made by them upon said lands, shall have the right to buy the same at appraised value, to be arrived at as mentioned in the previous resolution, and the following named persons shall have the benefit of the above resolution. (See page 147 of Tide Land Records for list of allowed claimants under the foregoing resolution.)

*Resolved*, That parties petitioning for the right to purchase any salt marsh and tide lands within the five-mile limit in the County of Marin, under the Act of April first, eighteen hundred and seventy, who are not

in actual possession of, and have not surveyed the lands petitioned for, or have not made full payment therefor to the County Treasurer of said county, and have made no improvements thereon, are hereby denied the privilege to purchase such lands at private sale, and the said lands shall be sold at public auction, as provided for in said Act of April first, eighteen hundred and seventy.

#### ANOTHER SALE.

A sale, to take place at Platt's Hall, on Tuesday, July eighteenth, eighteen hundred and seventy-one, was called on June twelfth, eighteen hundred and seventy-one, the property offered for sale being situate in Marin County, and lying between Corte Madera Canal, near Point San Quentin, and the northern limit of our jurisdiction, known as the five-mile limit, in San Pablo Bay, certain reservations having been made for private claimants. The sale, as advertised, took place, aggregating twenty thousand four hundred and four dollars and fourteen cents, the twenty-five per cent. (five thousand one hundred and one dollars and nine cents) being now on deposit in the Bank of California, subject to check signed by the Board of Tide Land Commissioners, on the approval of said sale by the State Board. A portion of the lands offered at this sale, being tide lands in San Pablo Bay, near the limit of jurisdiction, was withdrawn, the prices bid therefor not proving satisfactory to the Board. The lands thus withheld will be offered for sale at some future time.

#### COMPROMISE CASES.

Appended we furnish a list of the cases compromised by the Board of Tide Land Commissioners, under the fifth section of the Act of April first, eighteen hundred and seventy, with the exception of the claim of Warden, Roy & Company, which latter was allowed, under the Act of March thirtieth, eighteen hundred and sixty-eight, showing the amounts received under such compromises :

1870.		
September —.	Warden, Roy & Company, fractional blocks 115, 115½, 116, 116½, 117, 150 and 150½, being bounded by the right bank of Precita Creek and the uplands of the Potrero Nuevo.....	\$2,000 00
	The remaining seventy-five (75) per cent. (six thousand dollars) in this case to be paid to the State Treasurer at Sacramento, in one, two and three years, with legal interest.	
September 21.	D. Gonzalez, 25 by 90, on Howard street.....	10 00
September 21.	Pope & Talbot, 275 by 275, Howard and Eighth streets.....	110 00
September 21.	Land Investment Company, 275 by 275, Howard and Seventh streets.....	110 00
September 21.	A. Wasserman, 68 feet 9 inches by 137½, Bran- nan and Ninth streets.....	27 60
	Carried forward .....	\$2,257 60

1870.	Brought forward.....	\$2,257 60
September 22.	William Codington et al., 275 by 275, corner Fifth and Bryant streets.....	110 00
September 23.	James Duncan, 103 feet 6 inches by 275, Brannan street.....	41 25
September 24.	James Benson, 50 by 160, on Sixth street.....	20 00
September 24.	Hugh Crockard, 25 by 80, on Harrison street..	16 00
September 24.	Delilah Gabriel, 50 by 80, on Sixth street.....	20 00
September 28.	W. H. Taylor, 60 by 80, on Bryant street.....	24 00
September 28.	W. H. Taylor, 200 by 80 and 25 by 80, on Clara street .....	90 00
September 28.	W. H. Taylor, 25 by 85, on Bryant street; also, 25 by 85, on Bryant street.....	20 00
October 19.....	Sarah Haulon, 57½ by 60, on Folsom street....	23 00
October 29.....	John Kingston, 100 by 137½, on Bryant and Fifth streets.....	55 00
October 29.....	John Kingston, 25 by 75, on Fourth street....	10 00
October 31.....	A. B. McCreery, 275 by 275, Brannan and Fifth streets.....	110 00
October 31.....	A. B. McCreery, half of 95 by 92, on Dora and Folsom streets.....	36 80
November 14..	Peter Dempsey, 40 by 100, on Sixth street....	16 00
December 9...	H. B. Platt, 25 by 85, on Harrison street.....	10 00
December 12..	Mission and Pacific Woollen Mills, Mission block 48 .....	208 00
December 23 ..	Edward Norton, portion of 100 vara lot 328..	74 00
December 23..	Edward Norton, 80 by 160, on Harrison and Fifth streets .....	64 00
December 23..	E. L. Sullivan, Eleventh street and Mission Creek .....	352 80
December 23..	E. L. Sullivan, 264 by 300, on Fourteenth street .....	105 60
December 23..	Lloyd Tevis, part of block 99 and part of 98..	217 70
1871.		
January 4.....	A. Staffelback, part of vara lot 238, on Folsom street .....	10 00
January 4.....	A. Staffelback, part of vara lot 205, on Folsom street .....	10 00
January 11.....	A. H. Rose, 204 by 550, on Brannan and Ninth streets.....	220 00
January 31.....	B. and J. Doe, triangular lot corner of Brannan and Ninth streets.....	60 00
February 6...	John Kerns, 45 feet 10 inches by 137½, Fifth street.....	24 82
February 6...	John Center, part of Mission block 39.....	331 56
February 7...	J. C. Bockman, 50 by 75, on Folsom street....	15 10
February 7...	W. H. Orr, 90 by 30, on Harrison street and Fifth avenue .....	10 80
February 9...	Henry C. Squire, 25 by 100, on Howard street	10 00
February 15...	Head & Morrow, portion of block 47, Mission	248 00
February 15...	B. M. Hartshorne, part of 100 vara lot 321....	100 95
	Carried forward.....	\$4,916 98

1871.	Brought forward.....	\$4,916 98
March 8.....	Isaac L. Bailey, 25 by 87½, on Harrison street	8 75
March 13.....	Jacob Strahle, part of block 171.....	72 80
April 17.....	Herman Rankin, 25 by 90, on Howard street..	10 00
April 22.....	James Thorn, 26 by 80, on Perry street.....	8 30
April 24.....	Henrietta Averill, 25 by 90, on Harrison street	9 00
April 26.....	Richard Mayer, 30 by 160, on Harrison street..	19 20
April 26.....	Robert McIntyre, 24 by 80, on Perry street...	7 68
April 27.....	James Mackin, 75 by 80, on Folsom street.....	24 00
April 28.....	Julius Wallman, 27 by 100, Howard street ....	10 85
April 29.....	Mary S. Johnson, 25 by 80, on Seventh street..	8 00
May 1.....	James Anthony, 80 by 62½, on Harrison street	20 00
May 4.....	J. W. Quick, 25 by 165, on Howard street.....	16 50
May 6.....	J. G. Wilkins, 50 by 160, less corner on Folsom street.....	7 50
May 8.....	Ann Gahn, part of 100 vara lot 190.....	16 00
May 9.....	Cornelius Linehan, 32 by 80, on Fifth avenue..	10 45
May 10.....	C. Dacker, 25 by 75, on Harrison avenue.....	7 50
May 10.....	Jacob F. Strobel, 25 by 90, on Folsom street...	9 00
May 23.....	Bridget E. Welch, 30 by 80, on Fifth avenue..	9 60
May 26.....	Aaron Reiser, 25 by 75, on Eighth street.....	7 50
May 26.....	John Galbraith, 25 by 80, on Seventh street...	8 00
May 26.....	Frederick Ehrenpfort, part of 238 (two pieces)	20 00
May 26.....	Thomas Graham, 25 by 75, on Garden street..	7 50
May 27.....	David Stewart, 50 by 75, on Seventh street....	15 00
May 27.....	E. Lyons, 20 by 80, on Brannan street.....	6 40
May 27.....	Jacob Dilges, 22 feet 11 inches by 137½, on Brannan street.....	12 12
May 27.....	John Marshall, 25 by 80, on Fifth avenue.....	8 00
May 29.....	John Richardson and wife, 25 by 75, on Seventh street. ....	10 00
May 29.....	Thomas Rhodes, 25 by 85, on Folsom street...	8 50
May 31.....	O. C. Pratt & Weill, 100 vara lot 335.....	302 50
May 31.....	H. P. Wakelee, 100 vara lot 327, and 100 vara lot 331.....	605 00
June 28.....	Martin Welch, part of 313 and 317 vara lots..	15 00
July 5.....	Mary J. Young, 25 by 82½, on Fifth street.....	8 25
July 6.....	George Middlemiss, 25 by 75, on Fifth avenue	7 50
July 6.....	Samuel Grosh, 50 by 85, on Seventh street....	17 00
July 10.....	Andrew Zihn, 22 feet 11 inches by 160, on Fifth street.....	13 46
July 10.....	N. Curry, part of 100 vara lot 232. ....	4 50
July 11.....	W. B. Hicks, 33 feet 9 inches by 80, on Bryant street.....	10 80
July 11.....	James P. Wason, 25 by 75, on Clementina street.....	7 50
July 11.....	Henrietta Averill, 20 by 80, on Clementina street.....	6 40
	Total.....	\$6,293 04



# RECEIPTS AND DISBURSEMENTS.

## RECEIPTS.

1870.	As per last report, November 1st, 1869 .....	\$203,417 16
April 23.	From November auction sale.....	\$10,369 63
Dec. 12..	From November auction sale.....	14,251 81
1871.		
Jan. 23...	From compromise sales .....	4,115 75
Feb. 15..	From January auction sale.....	27,236 44
Mar. 10..	From February auction sale.....	27,923 86
July 13..	From May auction sale.....	15,249 24
	From compromise sales.....	2,177 29
		\$101,324 02
	Total .....	\$304,741 18

## DISBURSEMENTS.

1869.	As per last report, November 1st, 1860 .....	\$67,617 89
Nov. 12..	Salaries, office rent, fees of Notaries, etc.....	2,709 75
Dec. 13..	Salaries, office rent, advertising, etc.....	2,719 21
1870.		
Jan. 21...	Salaries, office rent, fees of Notaries, advertising, etc.....	6,457 40
Jan. 31..	Office expenses.....	716 79
Mar. 14..	Salaries, fees of Notaries, etc.....	2,488 66
April 1.	Salaries of Commissioners and Secretary.....	2,041 66
April 21.	Advertising November sale, rent of office, etc.....	3,562 78
May 1...	Salary of Secretary to date.....	200 00
June 1..	Salary of Secretary to date.....	200 00
June 10.	Wages of surveying forces.....	3,511 74
	Outfit of surveying forces.....	3,312 52
	Expenses of office.....	673 86
	Advertising.....	325 60
July 1..	Salaries of Commissioners and Secretary.....	2,075 00
July 6..	Hambleton & Gordon, legal services.....	1,000 00
July 12..	Wages of surveying forces.....	3,331 72
	Carried forward.....	\$102,944 58

1870.	Brought forward .....	\$102,944 58
July 12..	Outfit of surveying forces.....	1,228 10
	Supplies for surveying forces.....	247 13
	Clerk hire (at auction sale).....	45 00
Aug. 6...	Wages of surveying forces.....	3,324 62
	Groceries, stationery, etc., for survey.....	684 19
	Office expenses.....	393 83
Sept. 7...	Wages of surveying forces.....	3,390 93
	Supplies for surveying forces.....	478 03
	Office expenses.....	430 80
	Skiff and oars.....	35 00
Oct. 10...	Wages of surveying parties.....	3,293 07
	Supplies for surveying parties.....	1,130 72
	Salaries, advertising, etc.....	3,274 86
Nov. 10..	Wages of surveying forces.....	3,327 69
	Supplies for surveying forces.....	1,192 48
	Office expenses.....	907 40
Dec. 9...	Wages of surveying parties.....	3,297 65
	Supplies for surveying parties.....	1,400 60
	Office expenses, advertising.....	2,561 66
1871.		
Jan. 1...	Salaries of Commissioners and Secretary.....	2,075 00
Jan. 10...	Wages of surveying parties .....	3,162 10
	Supplies for surveying parties.....	746 52
	Office expenses, advertising, etc.....	1,431 15
Feb. 8...	Wages of surveying forces.....	3,334 63
	Supplies for surveying forces.....	1,092 70
	Office expenses, stationery, etc.....	2,175 60
	Salary of Secretary to February 1st.....	200 00
Mar 10..	Wages of surveying parties .....	3,318 54
	Supplies for surveying parties.....	1,001 19
	Office expenses, advertising sales, etc.....	2,678 53
April 12.	Wages of surveying parties.....	3,511 35
	Supplies for surveying parties.....	1,774 94
	Office expenses, advertising, salaries, etc.....	3,128 86
May 8...	Wages of surveying parties .....	3,661 33
	Supplies for surveying parties.....	563 53
	Office expenses, salaries, etc.....	744 45
June 12..	Wages of surveying parties .....	3,782 08
	Supplies for surveying parties.....	1,488 37
	Office expenses, advertising Saucelito sale.....	3,679 55
July 12...	Wages of surveying parties .....	4,108 25
	Supplies for surveying parties.....	1,423 80
	Office expenses, extra clerk hire, etc.....	731 41
	Salaries of Commissioners and Secretary.....	2,075 00
	Total.....	\$304,741 18
	Total amount of disbursements .....	\$185,477 24
	Balance deposited in State treasury. ....	119,263 94
	Total.....	\$304,741 18

## RECAPITULATION.

Total amount received from auction sales of salt marsh and tide lands, being first instalment.....	\$298,448 14
Total amount from compromise sales.....	6,293 04
Total .....	\$304,741 18
Total expenses, as per last report .....	\$67,617 89
Total expenses of survey since last report.....	66,155 54
Total expenses of office since last report.....	51,703 81
	\$185,477 24
Balance deposited in State treasury .....	119,263 94
Total .....	\$304,741 18

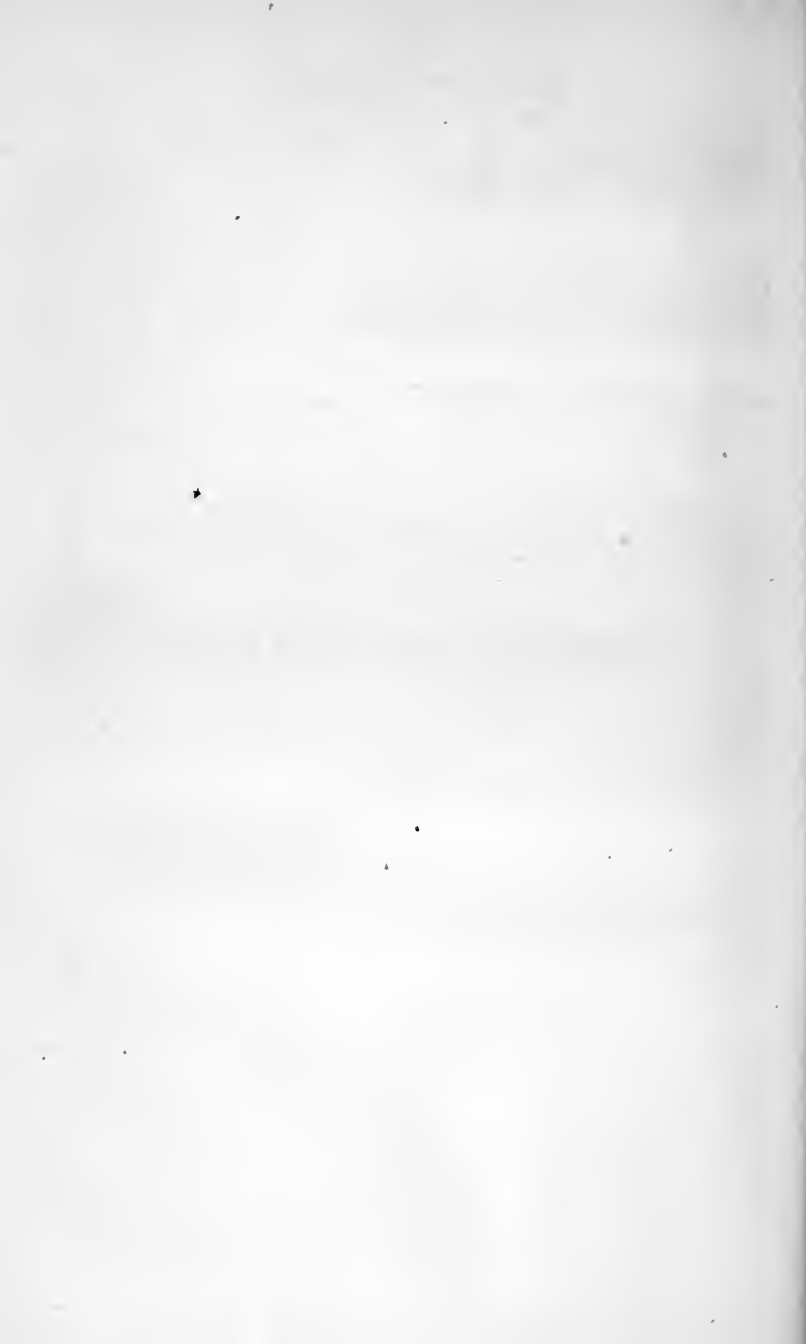
In addition to the above, the sum of ninety-two thousand seven hundred and forty dollars and four cents, as shown by the books of the State Controller, was received up to the end of the fiscal year, June thirtieth, eighteen hundred and seventy-one, being for second, third and fourth instalments on auction sales of tide lands; and up to this date (August first, eighteen hundred and seventy-one), the total amount paid into the State treasury for second, third and fourth instalments has been ninety-three thousand two hundred and twelve dollars and eight cents. The total amount thus far realized from the sale of salt marsh and tide lands, and paid into the State treasury, is three hundred and ninety-seven thousand nine hundred and fifty-three dollars and twenty-six cents.

The above report is respectfully submitted.

B. F. WASHINGTON,  
RODMAN GIBBONS,  
L. L. BULLOCK,

Board of Tide Land Commissioners.

WILLIAM S. BYRNE, Secretary.



**REPORT OF THE STATE BOARD.**

## 09/01 STATE TO BHOISS

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## REPORT OF STATE BOARD.

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SAN FRANCISCO, August 1st, 1871.

Under the Act of March thirtieth, eighteen hundred and sixty-eight, the State Board consisted of the Governor of the State, President of the Chamber of Commerce, and Mayor of the City and County of San Francisco, who held their last meeting under the law on Tuesday, November ninth, eighteen hundred and sixty-nine, on which occasion they passed resolutions approving the sales of September fifteenth, seventeenth, twenty-second, twenty-fourth, twenty-seventh and twenty-ninth, eighteen hundred and sixty-nine, the enlarging of South Basin and the dedication of blocks seven hundred and thirty-three and seven hundred and thirty-four, "for market places and other public uses."

### ORGANIZATION OF THE NEW BOARD.

The State Board, under the amendatory Act of April first, eighteen hundred and seventy, consisting of the Governor of the State, Surveyor-General of the State and the State Controller, assembled on Saturday, June eleventh, eighteen hundred and seventy, and organized by electing Governor H. H. Haight, President, and William S. Byrne, Secretary.

At this meeting the sale of November twenty-sixth, eighteen hundred and sixty-nine, was approved.

The matter of compromise, under the provisions of the fifth section of the Act governing this Board, and more particularly referring to those salt marsh lands situate in the City and County of San Francisco, which were sold in June, eighteen hundred and fifty-seven, by order of what is commonly known as the Johnson Commission, were discussed at length at this meeting, and the Secretary was instructed to communicate with the Attorney-General, at Sacramento, and forward to him for his examination all abstracts, deeds or other papers connected with applications to procure the State's title to the lands herein referred to.

### RULES OF SALE.

The Board, on Thursday, November tenth, eighteen hundred and seventy, adopted rules and regulations for the government of the sale to take place on November fifteenth, eighteen hundred and seventy.

## APPROVING SALE.

At the next regular meeting of the Board, Thursday, December eighth, eighteen hundred and seventy, a resolution was adopted approving the above mentioned sale.

## RESOLUTIONS OF APPROVAL.

At the next regular monthly meeting, Monday, January twenty-third, eighteen hundred and seventy-one, the Board unanimously adopted the appended resolutions :

*Resolved*, That the action of the Board of Tide Land Commissioners, in the matter of the application of Warden, Roy et als. for certain salt marsh lands in Islais and Precita Creeks, in the City and County of San Francisco, be and the same is hereby approved by this Board.

*Resolved*, That the action of the Board of Tide Land Commissioners, in the matter of the change of the line of survey between the United States and the survey of G. F. Allardt, for the Tide Land Commissioners, in blocks ninety four and ninety-five, in Islais Creek Bay, in the City and County of San Francisco, is hereby approved and confirmed.

## APPROVAL OF SALES.

The auction sale of January fifth, eighteen hundred and seventy-one, was approved on Wednesday, February eighth, eighteen hundred and seventy-one, and that of February twenty-eighth, eighteen hundred and seventy-one, on Thursday, March ninth, eighteen hundred and seventy-one.

## APPROVING MAPS.

On Wednesday, May tenth, eighteen hundred and seventy-one, the Board adopted the following resolution :

*Resolved*, That the maps numbered respectively "Number One" and "Number Two," of salt marsh and tide lands, in Marin County, prepared by the Board of Tide Land Commissioners, under the Act entitled an Act supplementary to and amendatory of an Act entitled an Act to survey and dispose of certain salt marsh and tide lands belonging to the State of California, approved March thirtieth, eighteen hundred and sixty-eight, approved April first, eighteen hundred and seventy, be and the same are hereby approved by this Board.

## RULES FOR SALE.

At the same meeting rules and regulations for the government of the auction sale of tide lands in Marin County, to commence on Monday, May eighteenth, eighteen hundred and seventy-one, were adopted.

## APPROVING MAP AND SALE.

The appended resolutions were adopted on Wednesday, July twelfth, eighteen hundred and seventy-one :



*Resolved*, That the map numbered three, of salt marsh and tide lands in Marin County, prepared by the Board of Tide Land Commissioners, under the Act of April first, eighteen hundred and seventy, be and the same is hereby approved by this Board.

*Resolved*, That the sale of salt marsh and tide lands in Marin County, made on May eighteenth, twentieth and twenty-third, by order of the Board of Tide Land Commissioners, as shown in the account sales this day presented to this Board, be and the same is hereby approved.

#### COMPROMISE CASES AND ACCOUNTS.

At regular and special meetings held on June eleventh, September twentieth, October eighteenth, November tenth, December eighth, eighteen hundred and seventy, January twenty-third, February eighth, March ninth, April twelfth, May tenth, June sixteenth and July twelfth, eighteen hundred and seventy-one, a number of compromise cases, furnished elsewhere, were acted on by the State Board, and the monthly accounts of the Commission were approved.

WILLIAM S. BYRNE,  
Secretary of State Board.

THEORY OF THE EARTH

## REPORT OF THE CHIEF ENGINEER.



# REPORT OF THE CHIEF ENGINEER.

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OFFICE TIDE LAND COMMISSIONERS,  
San Francisco, August 1st, 1871. }

*Honorable Board of Tide Land Commissioners :*

GENTLEMEN: I have the honor to submit the following report on the progress of the tide land survey during a period of twenty months, beginning November first, eighteen hundred and sixty-nine, the date of my last report, and ending July first, of the current year.

## SURVEY UNDER THE ACT OF MARCH THIRTIETH, EIGHTEEN HUNDRED AND SIXTY-EIGHT.

The field work of the surveys authorized by the Act entitled an Act to survey and dispose of certain salt marsh and tide lands belonging to the State of California, approved March thirtieth, eighteen hundred and sixty-eight, was completed in March, eighteen hundred and sixty-nine. From that date until April, eighteen hundred and seventy, I was engaged in making the necessary computations and preparing the official maps called for in the Act. In addition, a complete series of detail, or block maps, was drawn and filed in your office, exhibiting the exact dimensions, in feet and inches, of every lot and block of salt marsh and tide lands subject to the jurisdiction of the Commissioners within the City and County of San Francisco. A complete record, in book form, was also made of each lot sold at auction, or sold under the law to preferred purchasers, showing the date of sale, name of purchaser, amount paid, and in the case of preferred purchasers, the various claims and adverse titles through which parties claimed the right of private purchase. These maps and books are invaluable, being daily referred to by parties interested, and by the Commissioners.

## SURVEYS UNDER THE AMENDED ACT OF APRIL FIRST, EIGHTEEN HUNDRED AND SEVENTY.

The Act of April first, eighteen hundred and seventy, entitled an Act supplementary to and amendatory of an Act entitled an Act to survey

and dispose of certain salt marsh and tide lands belonging to the State of California, approved March thirtieth, eighteen hundred and sixty-eight, conferred additional powers upon the Commissioners, and authorized the extension of the tide land survey over all the salt marsh and tide lands lying outside of and within five statute miles of the exterior boundaries of the City and County of San Francisco, and to a depth of nine feet water at the lowest stage of the tide. (See Stats. 1869-70, p. 541.) Accordingly, at a meeting of the Commissioners, held on the twenty-first day of April, eighteen hundred and seventy, a new surveying corps was organized for that purpose, and the following appointments were made, viz:

G. F. Allardt, Chief Engineer (reappointed); E. J. Cabill, First Assistant Topographical Engineer; Charles H. Kluegel, Second Assistant Topographical Engineer; R. B. Yates, Third Assistant Topographical Engineer; Archibald Blair, First Assistant Hydrographic Engineer; Robert H. Moore, Second Assistant Hydrographic Engineer; J. H. Ferguson, Sounder; W. M. G. Barry, Recorder; John Phillips, Boat-steerer; F. C. Hafenrichter, Chief Draughtsman; together with the necessary complement of chainmen, flagmen, tidal observers, oarsmen, etc., for forming two surveying parties, namely: A topographical and a hydrographic party.

Assistant Cabill having resigned in June last, the engineering force was reorganized as follows:

Charles H. Kluegel, First Assistant Topographical Engineer, vice Cabill, resigned; in charge of topographical party. Robert H. Moore, Second Assistant Topographical Engineer, vice Kluegel, promoted. Archibald Blair, First Assistant Hydrographic Engineer; in charge of hydrographic party. R. B. Yates, Second Assistant Hydrographic Engineer, vice Moore, transferred. Charles Kaufmann, Third Assistant Hydrographic Engineer, vice Yates, promoted.

#### LIMIT AND AREA OF THE SURVEY.

The lands to be surveyed comprise all the salt marsh and tide lands out to nine feet water, lying inside of the so-called five-mile limit; that is, inside of a line drawn parallel to and five miles distant from the exterior boundaries of the City and County of San Francisco, as defined in section one of an amendatory and supplementary Act approved April eighteenth, eighteen hundred and fifty-seven. (See Stats. 1857, p. 209.)

They are situated in the several Counties of Marin, San Mateo, Alameda and Contra Costa, as follows:

*In Marin County*—Between the Golden Gate, at Lime Point, and the five-mile limit (about one mile north of the mouth of Gallinas Creek);

*In San Mateo County*—Between the southern boundary of San Francisco County and the five-mile limit;

*In Alameda County*—Between the five-mile limit, near Robert's Landing, southwesterly from the Town of San Leandro, and Cerritos Creek, the northern boundary of the county; and

*In Contra Costa County*—Between Cerritos Creek and the five-mile limit in San Pablo Bay.

The area of the salt marsh and tide lands so described is about sixty thousand acres—equivalent to ninety-four square miles. The title to the greater portion thereof is still vested in the State, and consequently subject to sale by the Commissioners.

#### THE SURVEY.

The value of the land, and the large extent of country to be traversed, demanded not only a method of survey extremely accurate, but also great minuteness in the location of details. Hence, in order to obtain satisfactory results, the work could progress but slowly. The topographical party surveyed the line of ordinary high tide and the line between the salt marshes and the adjacent uplands. Solid posts of red-wood, three by four inches in section, properly marked and numbered with branding irons, were set as monuments, at the angles of the meander lines; bearing trees were marked and noted, where practicable; and all property lines, substantial improvements and notable objects on and near the line of survey, were carefully located. Connecting lines were run to all private claims, to the United States township and section corners, and to the boundaries of contiguous Mexican grants or ranchos. In passing through towns or cities, the intersections with the street and block lines were accurately determined; in short, it was aimed to execute the survey in such a manner as to give to the Commissioners and to the public the fullest possible information on the location, value and title of the lands affected by the Act. In order to perpetuate the lines of the survey for all coming time, granite monuments, dressed six inches square on top, were set in the ground at suitable intervals, to serve as initial points of measurement in case the wooden monuments or bearing trees should be destroyed.

Much credit is especially due to Mr. Charles H. Kluegel, formerly the Second Assistant, now the Engineer in charge of the topographical party, for the faithful and accurate manner in which he has conducted the survey.

The work of the hydrographic party, under the able management of Mr. Archibald Blair, was confined solely to the survey of the tide lands, extending from the shore, at ordinary high tide, to the line of nine feet water at the lowest stage of the tide. Soundings were taken at regular intervals on parallel lines run out from the shore, more or less frequent, according to the greater or less value of the lands surveyed. In deep water the soundings were made with the lead, in shallow water with a graduated pole. By means of a well devised system of triangulations and signals, both simple and expeditious, the *locus* of each and every sounding was accurately determined. At the same time, a continuous record of the rise and fall of the tides was kept at the United States tide gauge, near Fort Point, and at a temporary gauge erected in the immediate vicinity of the work. Finally, after having made the needful comparisons and deductions, the soundings, as recorded, were reduced to the datum plane of the "lowest stage of the tide," and so plotted on the official maps. Although the survey was often interrupted and delayed by storms, heavy fogs and unfavorable tides, it has been pushed forward with commendable energy.

The amount of work accomplished, and the accuracy attained, will compare favorably with any similar work heretofore executed on this coast.

## PROGRESS OF THE SURVEY.

Operations were commenced in Marin County on the twenty-seventh of April, eighteen hundred and seventy. With a view to greater economy, it was decided that the surveying parties should camp out in tents, which were furnished by the Commissioners. A steward is attached to each camp, and supplies are forwarded, either from San Francisco or from towns near the line of the survey.

The work in Marin County was completed December seventh, of the same year. The lands in San Mateo County were next surveyed, and the survey completed by the middle of February, eighteen hundred and seventy-one.

At the present date both parties are at work in Alameda County, in the vicinity of the City of Oakland. About four-fifths of the entire survey authorized by the Act is now done, and, nothing intervening, it is expected that the field work will terminate about the middle of next October. It will be necessary, however, to retain a few months longer a smaller party, consisting of one assistant and four or five men, for miscellaneous duties, such as the setting of granite monuments, adjusting possible errors of survey, and establishing the boundaries of private claims that may be allowed by the Commissioners.

Following is a tabular statement of the amount of work done from April twenty-seventh, eighteen hundred and seventy, to July first, eighteen hundred and seventy-one :

	In Marin County.....	In San Mateo County.	In Alameda County....	Totals.....
Meander lines (miles).....	118.61	24.89	67.22	210.72
Base lines (miles).....	32.85	15.16	40.50	88.51
Number of wood monuments set....	2,499	637	1,359	4,495
Number of granite monuments set...	40	.....	7	47
Number of lines sounded.....	660	99	227	1,036
Number of soundings recorded.....	17,035	5,048	15,535	37,618
Aggregate length of lines sounded (miles).....	373	110	340	823
Approximate area of land surveyed (acres).....	8,990	4,540	24,500	38,030



## RECAPITULATION.

Meander and base lines (miles).....	299.23
Number of wood monuments.....	4,495
Number of granite monuments.....	47
Number of soundings recorded.....	37,618
Aggregate length of lines sounded (miles).....	823
Area of lands surveyed (acres).....	38,030

## MAPS AND OFFICE WORK.

The present working force in the office consists of F. C. Hafenrichter; Chief Draughtsman; Alfred Craven, Assistant Draughtsman; Samuel G. Brown, Assistant Draughtsman; R. H. Smith, Clerk; J. P. Poole, Clerk.

The maps of the salt marsh and tide lands in Marin County, subject to the jurisdiction of the Commissioners, are completed and filed—the originals in the office of the Commissioners, at San Francisco, and certified copies thereof with the Surveyor-General of the State, and with the Recorder of the City and County of San Francisco.

They are three in number, and are entitled “Map Number One, Number Two, Number Three (respectively) of Salt Marsh and Tide Lands situate in the County of Marin, State of California.”

Map Number One embraces the lands extending from the Golden Gate northerly to California City Point; Map Number Two, the lands from California City Point northerly, to include the mouth of San Rafael Creek; and Map Number Three, the remainder of the lands up to the five-mile limit, about one mile north of the mouth of Gallinas Creek.

They are drawn to a scale of ten chains, or six hundred and sixty feet to the inch, in strict accordance with the field notes of the survey, and exhibit the line of nine feet water at the lowest stage of the tide, the line of the lowest tide, the line of ordinary high tide or the shore line of the bay, and the inner line of the salt marshes, being the line of segregation between the salt marshes and the adjoining uplands, together with tablings giving the courses and distances of the same as per actual survey.

The depth of water at the lowest stage of the tide is designated by figures in red; the depth at ordinary high tide, by figures in blue.

The salt marsh and tide lands are subdivided into lots, the number and area in acres being marked on each lot or subdivision. The boundaries of the ranchos and of public lands, the position of township and section lines, of all permanent improvements and other notable objects, are also plainly shown on the maps.

By resolution of the Commissioners, certain areas were reserved from sale and dedicated to public use for the purposes of commerce, navigation and drainage; they are designated on Map Number One as the Sancelito Basin, Rosedale Canal, Coyote Canal, Sancelito Canal, Salt Works Canal, Oyster Canal, Brickyard Canal, Middle Canal and the East Canal; on Map Number Two, as the Corte Madera Canal and the San Rafael Canal; and on Map Number Three, as the Gallinas Canal, North Fork of Gallinas Canal and the South Fork of Gallinas Canal.

The official map of the lands in San Mateo County is now in course of

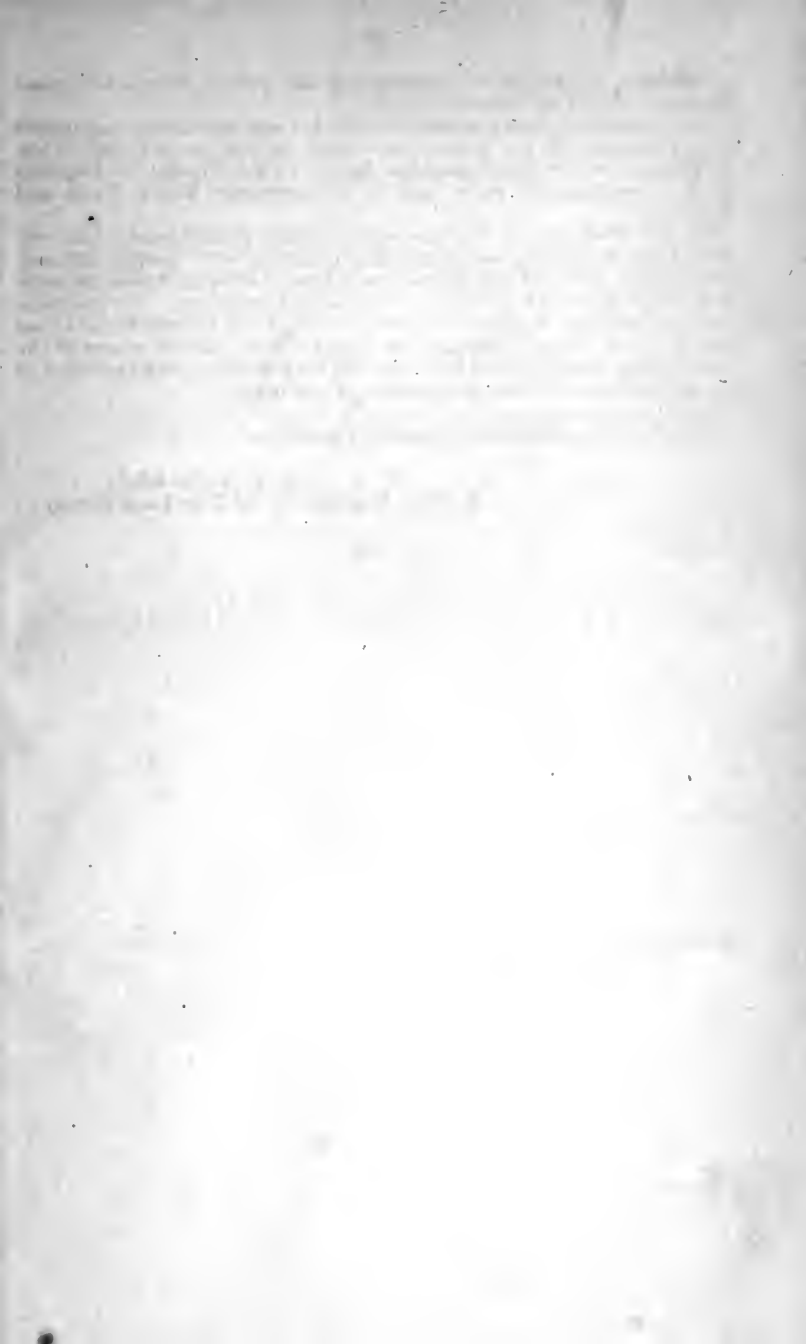
preparation, and will be in readiness for the auction sale to take place about the middle of September next.

In conclusion, I desire to acknowledge the zeal and ability manifested by my assistants in the prosecution of their various duties—to Mr. Blair, as Engineer of the hydrographical party; to Mr. Kluegel, as Engineer of the topographical party, and to sub-assistants Moore, Yates and Kaufmann.

In the office, Mr. F. C. Hafenrichter, Chief Draughtsman, has conducted the draughting and computing operations with marked skill and correctness, to which the elegant maps already completed, and the voluminous computations on file, will bear ample testimony. To Professor George Davidson, Assistant Superintendent of the United States Coast Survey, I am largely indebted for valuable data, and for copies of the coast survey charts, which have proved very useful in the execution of the field work and in the preparation of our maps.

All of which is herewith respectfully submitted.

G. F. ALLARDT,  
Chief Engineer of the Tide Land Survey.



STATEMENT OF FACTS

CONCERNING

Report of the Committee on Claims.

AND

RECOMMENDATIONS.

PRINTED BY THE SENATE OF THE UNITED STATES, 1862.

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STATEMENT OF FACTS

ACCOMPANYING THE

Report of the Committee on Claims,

MADE TO THE ASSEMBLY ON

ASSEMBLY BILL No. 365,

ENTITLED "AN ACT TO FUND A CERTAIN INDEBTEDNESS DUE AND  
OWING BY THE COUNTY OF CONTRA COSTA  
TO TRUSTEN C. GILMAN."

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T. A. SPRINGER.....STATE PRINTER.

## STATEMENT OF FACTS.

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CLAIM OF T. C. GILMAN vs. CONTRA COSTA COUNTY,  
SOUGHT TO BE PAID AS PROVIDED IN ASSEMBLY  
BILL No. 365.

On the twenty-eighth of October, eighteen hundred and fifty-two, the Board of Supervisors of Contra Costa County made a contract with Gilman to build a bridge across the San Antonio Creek, in Oakland. The contract price was seven thousand four hundred dollars. It was stipulated in the contract that should the Treasurer refuse to pay any warrant or order drawn in favor of Gilman, the Treasurer having in his hands any money belonging to said county, they agreed to pay Gilman a penalty of five per cent per month on the amount, to be deemed an interest. On the eighth of March, eighteen hundred and fifty-three, the Board of Supervisors met, and accepted the bridge, and made an order directing the County Auditor to draw a warrant upon the County Treasurer, in favor of Gilman, for seven thousand six hundred and sixty-two dollars and fifty cents, being the contract price of the bridge, together with interest thereon at five per cent per month from the time the bridge had been completed up to the time the order was made. A warrant was drawn (number two hundred and sixteen), by the Auditor, in favor of Gilman, and delivered to him on the eighth of March, eighteen hundred and fifty-three, for seven thousand six hundred and sixty-two dollars and fifty cents. The warrant was accepted by Gilman, and on the same day was presented by him to the County Treasurer; and the Treasurer made the following indorsement on the warrant: "Not paid for want of funds; March eighth, eighteen hundred and fifty-three; D. Hunsaker, Treasurer; by A. M. Halliday, Deputy." Gilman retained the warrant. It does not appear that Gilman presented his warrant to the Treasurer for payment again. On the fifteenth of November, eighteen hundred and fifty-four, Gilman commenced an action against the County of Contra Costa, to recover the contract price of the bridge, together with five per cent per month interest from and after the eighth of March, eighteen hundred and fifty-three. The cause was tried in Solano County, and judgment was rendered in favor of the county. An appeal was taken to the Supreme Court; the judgment of the District Court was reversed, and a new trial ordered. The cause was again tried in the District Court on the thirtieth of January, eighteen hundred and fifty-

six, and judgment was rendered against the county for twenty thousand four hundred and twenty-seven dollars, being the amount of the original contract price of the bridge, with five per cent interest thereon from eighth of March, eighteen hundred and fifty-three, to the date of the judgment, and the said judgment to bear interest at five per cent per month. On the fourteenth of February, eighteen hundred and fifty-five, an Act was passed funding all the indebtedness of Contra Costa County, which accrued prior to the first of April, eighteen hundred and fifty-five; and the thirteenth section of the Act provided that it should not be lawful for the County Treasurer to pay or liquidate any of the indebtedness of said County of Contra Costa which accrued prior to the first day of February, eighteen hundred and fifty-five, in *any other manner* than in such Funding Act provided (Statutes 1855, page 12). Gilman did not present his claim to be funded. That on the tenth of January, eighteen hundred and fifty-seven, Gilman caused execution to be issued on the judgment in his favor; recovered on the thirtieth of January, eighteen hundred and fifty-six, for twenty thousand four hundred and twenty-seven dollars. The execution was levied on all the moneys in the County Treasury belonging to all Funds. This levy was made on the nineteenth of January, eighteen hundred and fifty-seven. On the twenty-fifth of February, eighteen hundred and fifty-seven, the Sheriff, under the direction of Gilman, levied on the Court House; and on the fifth of March, eighteen hundred and fifty-seven, again levied on the funds in the County Treasury. In March, eighteen hundred and fifty-seven, the county moved the District Court to quash the execution and the several levies. The District Court denied the motion. The cause was appealed to the Supreme Court; and the Supreme Court reversed the order of the District Court, and ordered that the executions should be quashed and the levy vacated, the Court holding that the county buildings were exempt from seizure and forced sale on execution; and also held that the levy upon the revenues, in the hands of the Treasurer, was illegal and void; that the revenues were authorized by law, and appropriated to distinct purposes, and were not the subject of seizure upon execution (8 Cal. Rep., page 58).

On the ninth of July, eighteen hundred and fifty-seven, Gilman caused another execution to be issued on said judgment, and levied on private property, being an undivided eighth of the San Pablo Ranch. The property was advertised for sale, and the owner, Joseph Emine, obtained an injunction from the District Court of the Seventh District, enjoining the sale. The case was appealed to the Supreme Court; that Court decided (10 Cal., p. 404) that the private property of an inhabitant of a county is not liable to seizure and sale on execution for the satisfaction of a judgment recovered against the county, and that no execution can issue upon a judgment rendered against the county. Gilman again caused an execution to be issued on his judgment against the county, on the first of April, eighteen hundred and fifty-eight, and levied the same on the funds in the County Treasury. A motion was made to set aside the execution and quash the levy; the District Court granted the motion, and Gilman appealed to the Supreme Court. The Supreme Court affirmed the order of the District Court (10 California Reports, p. 508). This left Gilman without any remedy whatever to collect his debt, and the county without any power or authority whatever to pay. The Supreme Court having decided, in the case of Hunsaker vs. Borden (5 Cal. Rep., p. 288), that the County of Contra Costa had no power to pay any of the indebtedness which existed against that county prior to the



first day of February, eighteen hundred and fifty five, in any other manner than as prescribed in the Act to fund the indebtedness of said county, passed February fourteenth, eighteen hundred and fifty-five, and that the payment in any other manner was unlawful. Gilman's debt having been contracted prior to the first of February, eighteen hundred and fifty-five, and he having failed and neglected to fund his debt, he was without remedy. The rights of the parties continued thus until the fourteenth of March, eighteen hundred and sixty, when an Act was passed entitled "An Act providing for the payment of a judgment in favor of Trusten C. Gilman, against the County of Contra Costa" (statutes 1860, p. 94). In the preamble of the Act it is recited:

"WHEREAS, The Supreme Court has affirmed a judgment entered in the Seventh Judicial District Court, in favor of Trusten C. Gilman, against the County of Contra Costa, which judgment was entered in said District Court on the twenty-second day of March, eighteen hundred and fifty-six, for the sum of twenty thousand four hundred and twenty-seven dollars, and interest and costs."

The Act provides for levying and collecting a special tax of one per cent on the taxable property in the county to pay said judgment, together with interest thereon at ten per cent per annum from its date. The fifth section of the Act provides that the Treasurer of the County of Contra Costa should pay the money collected by virtue of the Act from time to time, upon demand, to said Trusten C. Gilman, his executors, administrators, or assigns, and at the same time take a receipt therefor from him or his assigns; and have said judgment credited with said payment or payments by the proper party or parties entitled to receive the same; and the said party or parties entitled to receive from the Treasurer the payment of said judgment, shall, before any payments are made by the Treasurer on account of the same, deliver to the Treasurer the warrant heretofore issued in favor of said Gilman, and known as Warrant Number Two Hundred and Sixteen, and the Treasurer shall cancel the same. Section eight of said Act provides that said T. C. Gilman, or his assigns, should be allowed until the first Monday in August next thereafter to make known to the Board of Supervisors of said county his or their acceptance of said amount in full satisfaction and payment of all demands accruing at any time in his favor against the County of Contra Costa for building a bridge across the San Antonio Creek; *provided*, that if he fail to declare said acceptance to the Board of Supervisors on or before the first Monday in August next, then said special tax shall not be collected.

That on the sixth day of August, eighteen hundred and sixty, George F. Sharp, to whom Gilman had assigned said judgment, and who was the legal assignee of the judgment rendered in favor of Gilman against the County of Contra Costa, on the twenty-second of March, eighteen hundred and fifty-six, for twenty thousand four hundred and twenty-seven dollars with interest and costs, came before the Board of Supervisors of Contra Costa County, and in writing accepted the provisions of the Act of March fourteenth, eighteen hundred and sixty, in full satisfaction and payment of all demands accruing at any time in favor of said Gilman against the County of Contra Costa for building a bridge across the San Antonio Creek, and he also surrendered to the Treasurer of said county as provided in said Act, the County Warrant Number Two Hundred and Sixteen, for seven thousand six hundred and sixty-two

dollars and fifty cents, which was canceled, as provided in the fifth section of the Act. On the same day, the sixth of August, eighteen hundred and sixty, the Board of Supervisors of Contra Costa County levied a tax of one per cent on the taxable property of the county, as provided in said Act, for the payment of said claim. The tax was collected, paid into the County Treasury for the payment of said claim, and was paid by the Treasurer of said county, from time to time, in satisfaction of said claim. The payments made by the Treasurer to Sharp as the assignee of said judgment, and in satisfaction of said claim, amounted in the aggregate on the nineteenth of June, eighteen hundred and sixty-two, the time of the last payment, to thirty-one thousand six hundred and eleven dollars and twenty-one cents, that being the full sum due for principal and interest as in said Act provided. And upon making the several payments the Treasurer took from said Sharp receipts as follows: "Office of the County Treasurer of Contra Costa County. Received from Hiram Fogg, County Treasurer of Contra Costa County, the sum of ten thousand dollars lawful currency of the United States of America, in part payment and satisfaction of the judgment recovered by Trusten C. Gilman against the County of Contra Costa. The said sum is paid out of the Gilman Judgment Fund, which was levied and collected in pursuance of the provisions of an Act of the Legislature of the State of California entitled An Act providing for the payment of a judgment in favor of Trusten C. Gilman against the County of Contra Costa, approved March fourteenth, eighteen hundred and sixty, and by order of the Board of Supervisors of Contra Costa County, made on the sixth of August, eighteen hundred and sixty, a copy being annexed to this receipt, and the said sum is received in part satisfaction of said judgment in accordance with the provisions of the said Act of the Legislature, and I hereby authorize satisfaction of the amount receipted for to be entered." There were thirteen different payments made and thirteen receipts given by Sharp, as assignee of Gilman, to the Treasurer, of like tenor with the above. The debt was fully paid, as provided in said Act, on the nineteenth of June, eighteen hundred and sixty two.

That on the fifteenth of March, eighteen hundred and sixty, prior to the passage of the Act of fourteenth of March mentioned, George F. Sharp, as the assignee of Gilman, commenced an action in the District Court of Solano County to revive the judgment of March twenty-second, eighteen hundred and fifty-six, in favor of Gilman and against the county, for twenty thousand four hundred and twenty-seven dollars, with five per cent per month interest. Judgment was entered in said action in favor of Sharp, assignee of Gilman, by default, in the Clerk's office, on the eighteenth of July, eighteen hundred and sixty, for eighty-five thousand and forty-two dollars and eighty cents, to bear interest at five per cent per month. When this action was commenced, a demurrer was filed, but after the Act of the fourteenth of March, eighteen hundred and sixty, the officers of the county, believing that the Act of fourteenth of March provided for a full settlement of all matters growing out of the Gilman bridge transaction, and intending also in good faith to pay the claim as provided in that Act, and believing that Gilman and his assignees also intended to act in good faith in accepting the terms of said Act, the county paid no further attention to the last named suit; and afterwards, on the eighteenth of July, eighteen hundred and sixty, Sharp applied to the Clerk of Solano County, who entered in vacation a judgment by default against the county for eighty-five thousand and forty-two dollars

and eighty cents. No action was taken by Sharp on this last judgment until long after he had been fully paid as stated, on and prior to the nineteenth of June, eighteen hundred and sixty-two.

That on the sixteenth of July, eighteen hundred and sixty-five, Sharp commenced another action to revive the last judgment of eighty-five thousand and forty-two dollars and eighty cents against the county. The action was commenced in the Fifteenth District Court in San Francisco City and County. The county defended the action on the ground that the debt had been fully paid, satisfied, and discharged. The cause was tried, and judgment was rendered in the District Court in favor of the county. The Court decided that the county had fully paid and satisfied the said debt and the said judgment, and ordered and directed that Sharp should cancel and satisfy said judgment of record. Sharp appealed from said judgment to the Supreme Court. The judgment of the District Court was affirmed. The Supreme Court held that the county was not, either legally or equitably, indebted upon the demand in any sum whatever, but on the contrary, that the county had, under the Act of March fourteenth, eighteen hundred and sixty, fully paid and discharged the said claim. The case is entitled Sharp vs. Contra Costa County, and is reported in 34 Cal. Reports, p. 284.

Gilman's claim is now made to the Legislature for the same identical claim for building the bridge across the San Antonio Creek, and in relation to which the litigation named was had, and the same for which payment was provided in the Act of the fourteenth of March, eighteen hundred and sixty, and is the same which was fully paid and satisfied under said Act. His county warrant has been surrendered and canceled; his judgment has been paid, satisfied, and discharged, and satisfaction entered of record; he now makes a claim against the county of over six hundred and seventy-six thousand and ninety dollars upon this claim. It is submitted that the county has not only paid the claim, but has actually paid more than double what was due to him according to law. When Gilman received his warrant for seven thousand four hundred dollars, on the eighth of March, eighteen hundred and fifty-three, and presented the same to the Treasurer, the Treasurer made the indorsement thereon required by law. From that time the debt drew ten per cent per annum interest, and no more. Section ten of the Act concerning County Treasurers, passed March twenty-seventh, eighteen hundred and fifty (Statutes eighteen hundred and fifty, page one hundred and fifteen), provides when any warrant shall be presented to the County Treasurer for payment, and the same is not paid for want of funds, the Treasurer shall indorse thereon "Not paid for want of funds," annexing the date of presentation, and sign his name thereto; and from that time till redeemed, said order or warrant shall bear ten per cent per annum. That section of the statute has been in force ever since it was passed in eighteen hundred and fifty. When Gilman accepted his warrant, and presented it to the Treasurer and procured it to be indorsed by him, and and received it back into his possession, he knew or was bound to know what the law was; that from that time no officer was authorized by law to pay any greater rate of interest on that debt than ten per cent per annum. The interest on the debt up to the nineteenth of June, eighteen hundred and sixty-two—the time when the full amount was paid under the Act of eighteen hundred and sixty—being nine years and three and one third months, would have been six thousand eight hundred and sixty-five dollars, which, added to the principal, seven thousand four hundred dollars, amounted to fourteen thousand two hundred and

sixty-five dollars. The county actually paid thirty-one thousand six hundred and eleven dollars and twenty-one cents; being seventeen thousand three hundred and forty-six dollars and twenty-one cents more than was due on the warrant, according to the law concerning indebtedness of counties.

The facts in this case are fully set out and authenticated in the record on the appeal of the action of Sharp vs. The County of Contra Costa, in the Supreme Court in the case reported in thirty-four California, page two hundred and eight-four. The transcript, briefs, and decision of the District Court, with its findings, and the testimony in the case, will be found bound in volume seventy of California Supreme Court Records, pages fifty to one hundred and two.

The petitioner has no claims whatever upon the county, either legal or equitable; but he has been paid by the county actually more than twice as much as was justly due him, and his present claim is a sham without foundation, and is neither supported by equity or good conscience, and should be postponed indefinitely.

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REPORT OF THE PETALUMA SOCIETY

FOR THE

Prevention of Cruelty to Animals,

TO THE

LEGISLATURE OF CALIFORNIA, AT ITS NINETEENTH SESSION.

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T. A. SPRINGER.....STATE PRINTER.

# REPORT.

OFFICE OF THE PETALUMA SOCIETY  
FOR THE PREVENTION OF CRUELTY TO ANIMALS. }  
PETALUMA, December 6th, 1871. }

To His Excellency NEWTON BOOTH, Governor of California:

SIR: In compliance with law I have the honor to transmit, through you, to the Legislature, the report of the proceedings of this Society.  
I am, sir, very respectfully, your obedient servant,

C. W. OTIS,  
Secretary Petaluma Society for the Prevention of Cruelty to Animals.

This Society was incorporated April second, eighteen hundred and seventy, and organized by electing Trustees, as follows: Dr. W. W. Carpenter, J. Stewart, J. Fritsch, J. W. Cassidy, H. H. Atwater, S. D. Towne, J. Campbell, G. Warner, and C. W. Otis.

The Trustees elected J. Stewart, President; John Fritsch, Vice President; C. W. Otis, Secretary and Treasurer.

## ARRESTS MADE.

Name.	Fine.
— Zimmerman for violating the Act; plead guilty, and was fined by Justice Stone.....	\$10 00
May 14th, 1870, P. Murphy was arrested and fined by Justice Snow.....	10 00
June 15th, 1870, Markwell was arrested for cruelty, and fined with cost.....	2 00
June 18th, Poncho was arrested and fined.....	2 00

The first annual meeting convened July twenty-sixth, and reelected all the Trustees and the same officers.

## TREASURER'S REPORT.

Receipts.	Amts.
Fines.....	\$14 00
Membership.....	16 00
Total .....	\$30 00
Expenses for the office, printing, incidentals, arrests, Justice's fees, etc.....	20 75
Leaving a balance on hand of.....	\$9 25

By vote the Treasurer was ordered to pay the Secretary for his services nine dollars and twenty-five cents.

July twenty-second, eighteen hundred and seventy-one, an adjourned meeting of the Society convened and elected Trustees, as follows: J. Cassidy, C. W. Otis, S. D. Towne, N. O. Stafford, J. Stewart, E. Hopes, H. B. Hasbrouck, J. Campbell, and J. Fritsch.

The Trustees elected J. W. Cassidy, President; J. Fritsch, Vice President; C. W. Otis, Treasurer and Secretary.

I have thus given the proceedings of our Society to the present time. Much has been done in an unofficial manner in remonstrating and "elevating public opinion" to more humane conduct.

All of which is respectfully submitted.

C. W. OTIS,

Secretary Petaluma Society for the Prevention of Cruelty to Animals.



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FINAL REPORT

OF

The Senate Judiciary Committee.

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T. A. SPRINGER.....STATE PRINTER.

## REPORT.

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Mr. PRESIDENT:—The Committee on Judiciary, having discharged every duty imposed upon them by the Senate, ask leave now to submit a statement of the business they have transacted, as their final report: They have held twenty-eight meetings, the first on the fifteenth of December, eighteen hundred and seventy-one, and the last on the twenty-eighth of March, eighteen hundred and seventy-two. They have had under consideration and have examined two hundred and sixty-nine bills; they have recommended the passage of one hundred and eighteen; advised that do not pass one hundred and thirty; asked the reference to other committees of twelve; returned without recommendation five; with divided opinions three; returned to be sent to Assembly for engrossment one; they have also amended sixty-four bills and prepared substitutes for fourteen. The attendance at the meetings has been prompt, and has averaged twenty-two out of twenty-eight for each member of the committee. When it is remembered that all, except the Chairman, have had pressing duties upon other and important committees, it will not be questioned that they have given at least as careful attention to their work as could have been expected. Their action, from the first meeting to the last, has been without one unpleasant incident, and in the very few cases in which they have not united in a report, their differences have been entirely of judgment, never of feeling. In reporting against the passage of the very large number of one hundred and thirty bills, twelve more than they have reported upon favorably, they have disappointed many of their friends, and have not always been able to avoid giving offense; while they have deeply regretted this necessity, they have at the same time the belief that their error has been that the number has not been larger. To dispense with useless legislation is only less necessary than to avoid that that is positively bad. The committee are grateful to the Senate for the unanimity with which their reports have generally been sustained; it has been a surprise that the number overruled has been so small, and that of those cases quite a proportion have failed to receive the approval of the Governor and have not become laws. The committee believe that although fully one third of the business of the Senate has been referred to them, yet, that legislation has not been hindered by any want of promptness on their part; in the few cases where bills have been delayed in their hands, it has been in the hope of being able, by getting further information, to report more

intelligently upon them, and not from neglect. It is due to their experienced and able Clerk, E. W. Maslin, Esq., to acknowledge that without his indefatigable aid they would have been wholly unable to have completed their work. If it has been done to the approval of the Senate, a large share of the credit belongs to him.

And now, with the full knowledge that they have not escaped errors, but with the consciousness that they have recommended no bill from friendship and rejected none from any personal ill will; with the most lively appreciation of the kindness and courtesy that has been constantly extended to them, and memories laden only with pleasant thoughts and cordial good wishes for the prosperity and happiness of every Senator, they return to the Senate the trust, that at the commencement of the session was placed in their hands.

EDW. TOMPKINS, *Chairman*,  
J. T. FARLEY,  
M. P. O'CONNOR,  
JAMES VAN NESS,  
W. W. PENDEGAST,  
A. COMTE, Jr.,  
GEO. OULTON,  
H. K. TURNER,  
J. J. DE HAVEN,  
H. LARKIN.

SACRAMENTO, April 1st, 1872.

*Man 71*  
*K*



